

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

**Expression of Interest for Selection of Partner from Empanelled Business Associate for
EXCLUSIVE PRE-BID TEAMING ARRANGEMENT
To participate in RFP**

For

“Selection of Managed Service Providers (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure”

EOI No: RCIL/WR/MUMBAI/Mktg/22-23/008 dated 24th November 2022

EOI NOTICE
RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati bapat Marg,
Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/MUMBAI/Mktg/22-23/008 dated 24th November 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 Exclusive pre bid teaming arrangement for “Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure”.

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	28 th Nov 2022 at 15:00 Hours
2	Opening of Technical Bid of EOIs	28 th Nov 2022 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax(Non-refundable)	Rs.10,000/-
5	EMD for Pre-Bid Arrangement	2% of the quoted price OR Rs. 50,00,000/- whichever is higher

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer or through Bank Guarantee. Partner needs to share the online payment transfer details like UTR No, date of payment and if submitted as Bank Guarantee then original hard Copy is to be submitted to the below mentioned officers along with the proposal.

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

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

1. Level 1

Contact Name : Sh. Viplovnath Mishra

Designation : Deputy General Manager/ Marketing

E-Mail Address : viplovmishra@railtelindia.com

Mobile No : +91- 9004444124

2. Level 2

Contact Name : Sh. Santosh Parage

Designation : General Manager/ Marketing

E-Mail Address : Santosh.parage@railtelindia.com

Mobile No : +91- 7020906278

Note:

1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOΙ response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the document must be submitted with **proper indexing** and **page no**.
4. This is an **exclusive pre RFP partnership arrangement with empanelled business associate of RailTel for participating in the end customer RFP**. The end customer RFP scope is divided into various parts defined as Tracks. 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 in this EOΙ for pre-bid teaming arrangement(before and after submission of bid to end customer organization by RailTel).This undertaking has to be given with this EOΙ Response.
5. **Under this EOΙ RailTel will decide either to go in consortium with the selected partner/partners or pre-bid implementation partner depending on the most winnable solution.**
6. Partner can submit their response as an individual organization for tracks in the end customer RFP as per their competence and expertise. All documentation required as per end customer RFP pertaining to the individual track in which the bidder is interested should be submitted along with this EOΙ Response.
7. **Transfer and Sub-letting.** The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor 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.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is 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.

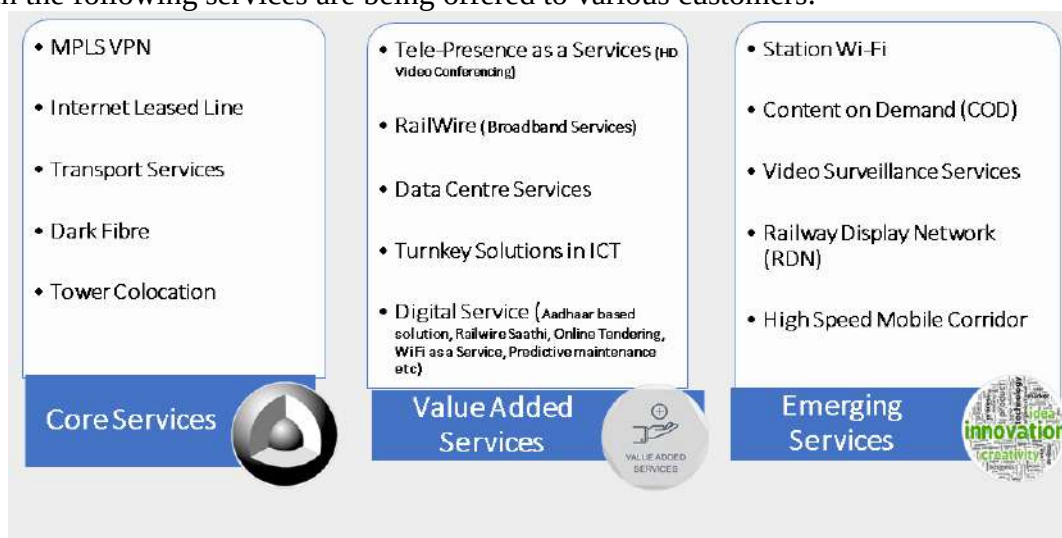
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which 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.

d) 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

e) 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.

f) 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 approx. 4,68,000 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 RFP floated by end Customer organization for “Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, EMD and upgradation of IT infrastructure” with tender Ref. No. 20184/MLS/J(Library)/2022-23 dated 06-Oct-2022.

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work as per their expertise and competence in respective tracks of the end customer scope of work. The empanelled 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 end Customer organization Tender for **Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure**” with reference no.- 20184/MLS/J(Library)/2022-23 dated 06-Oct-2022 with latest amendment/ Corrigendum/ Clarifications.

The broad scope of deliverables is provided below for reference: -

1. Scan, digitize and index around 1.6 crores pages including documents at library and various branch (departments) of MLS
2. Scan, digitize and index audio and video (around 3800 hours) of Debates from year 2013 onwards
3. Develop MLS Information Portal having artificial intelligence-based search engine to facilitate searching the required information and provide other features on the portal, digitalization platform, upgrade existing IT infrastructure, library department and other facilities.
4. Enhance existing IT infrastructure including LAN & Server Room at MLS
5. Upgradation of library and library facilities

Detailed scope of work which is bifurcated as tracks is iterated in Annexure 1.

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

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope

of work area, the RFP and corrigendum/addendum 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. Under this EoI RailTel will decide either to go in consortium with the selected partner/partners or pre-bid implementation partner depending on the most winnable solution.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

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 a period of 120 days from the date Bid submission date issued by the end Customer organization for which bid is going to submit.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer or Bank Guarantee from of DD or bank guarantee in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **EOI EMD**.

4.5.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied along with the bid. If paid via Bank Guarantee then same may be submitted in physical form to RailTels Western Region office before end of submission date of EoI. Also

SFMS confirmation of the Bank Guarantee is to be obtained and SFMS report is to be shared and submitted along with the hard copy of the Bank Guarantee.

4.5.3 Return of EMD for unsuccessful Business Associates: EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.5.4 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 BusinessAssociate whichever is later.

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

4.5.5.1 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.

4.5.5.2 In case of non-submission of SD/PBG (as per clause no. 4.7) lead to forfeiture of EOI EMD, EMD (balance proportionate EMD) if applicable and Integrity Pact BG and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

4.5.5.3 Having participated with another party/consortium apart from RailTel in RailTel's end customer Tender

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 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 within 15 days from the receipt of the order from end customer.

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

4.6.3 Any delay from the selected partner/partners resulting in any penalty imposed by end user will be imposed back to back to the partner/partners.

4.7 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.

4.8 Modification and/or Withdrawal of EOI response

EOI response once submitted will 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 EarnestMoney Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and with lowest (L1) offer will be selected to either to go in consortium or pre-bid implementation partner depending on the most winnable solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

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 an Agreement with selected partner/partners with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Bidder should have cumulative annual turnover of at least INR 20 Cr. for last three years (FY 19-20, 20-21, 21-22).	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI
iii)	Bidder should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. FY 2019-20, FY 2020-21, FY 2021-22).	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (i. e. FY 2019-20, FY 2020-21, FY 2021-22). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
v)	Experience in System Integration project in government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India – to include any one category from the following categories during the last seven (7) years from the date of submission of bid. Value of project 1) One Project of 9 Cr OR 2) Two Projects of 6 Cr OR 3) Three Projects of 4 Cr Categories: a) Software development and maintenance b) Digitalization of documents c) Infrastructure procurement, deployment & maintenance d) Operations management e) Helpdesk support f) Data Centre/DR hosting	Work Order + Completion Certificates from the client OR Work order + Self certificate of completion (Certified by the authorized signatory); OR Work Order + Phase Completion Certificate from the client OR self-certified by authorized signatory
vii)	Bidder must have at-least any one of the following certifications: 1. CMMI Level 3 or above. 2. ISO 9001 3. ISO 27001	Copy of the Valid Certificate issued by the Competent Authority which needs to be self-signed and stamped by the authorized signatory of Bidder
viii)	The bidder should have a minimum of 50 staff who are dedicated to a) Software Development or IT Services or Support Services b) IT Infrastructure including Data Center/Disaster Recovery Center, Optical Fiber Network and FTTP Network, Servers, Security, Systems Integration, and others	Certificate from HR Department of Bidder, in case of a Consortium.
ix)	Bidder must be registered with the Goods and Service Tax (GST) Authorities	Valid Goods and Service Tax (GST) Registration Certificate.

6. 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 emailAddress	
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	

7. 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 qualifying the Eligibility criteria will be selected for exclusive pre-bid arrangement for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.3 In case if there are two or more Sole partner meeting eligibility criteria then the price bids will be sought from these Sole partner in the second stage for the given scope of the work and Sole partner with overall lowest (L1) offer will be selected for exclusive pre bid arrangement for optimizing technical and commercial solution.

7.4 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.

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

8 Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

9 Evaluation Process

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

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

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Rights to Terminate the Process

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

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

11. Payment terms

- 8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.

12 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

Note:

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like PBG, SD etc. to be shared/executed Back to Back as per the end customer RFP/Tender**
- 3. 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.)**

Annexure 1: Tracks as mentioned in End Customer Scope of Work

Track 1 - MLS informtion portal		Participation (Y/N)
a	MLS Information Portal	
b	Content management system	
c	Scanned Document management system (SDMS) / Digitalization Platform	
d	Legislative Member Profile	
e	Metadata indexing engine	
f	Data linking of Debates	
g	AI/ML based multilingual search engine	
h	Information request management	
i	House Session Calendar	
j	Digital Video Vault - Viewing House Session's video	
k	Virtual tour of MLS Library	
l	BI/Data Analytics - Dashboard and reporting	
m	Administration - User Management, Workflow management, Audit-Trail, role-based access	
n	E-Book Generation	
o	Crawling engine	
p	Mobile App	
Q	Online training and help facility	
R	Gateways	
S	Perpetual Licenses	
Track 2 - Data Digitalization - Netspider		
a	Document scanning and digitalization	
b	Video digitalization requirements	
c	Digitalization Platform / Scanned Document Management System (SDMS)	
Track 3 - IT Infrastrcuture		
a	Data Centre (DC)	
b	Backup/ Archival & Recovery Solution	
c	Local Area Network	
d	FTTP Network Setup	
e	Disaster Recovery Centre (DRC)	
f	Internet Infrastructure and Connectivity	
g	DG Set	
Track 4 - upgradation of Library		
a	Library management software	
b	Furniture	
c	Civil infra	
d	Library Experience center	
e	Project Management Centre	
Track 5 : Helpdesk support and operations:		
a	CSE's - 4	
b	team leader - 1	
c	Ticketing software	

Track 6: Training and Capacity building		
a	MLS Portal training	
b	Scanning Software training	
c	DC/DR training	
Track 7: O&M		
a	MLS portal O&M	
b	Scanning and Digitization	
c	DC/DR	
d	FTTP / Internet bandwidth	
Manpower:		
Implementation phase		
1	Program Manager - 1	
2	Project Manager (software) - 1	
3	Project Manager Infra & Network - 1	
4	Project Manager Digitlization - 1	
5	Domain Expert - Legislature - 2	
6	Solution Architect - 1	
7	Database Expert - 1	
8	Operation manager - 1	
9	Business Analyst - 1	
10	AI / ML Expert - 1	
11	Security Architect - 1	
O&M phase (DC support Team)		
1	Data center Manager - 1	
2	System Admin - 2	
3	DBA - 2	
4	Network Admin - 1	
5	Network engg - 1	
6	Network Support Engg2 -1	
7	Technical support 1	
Help Desk support team		
1	Manager - 1	
2	Help Desk executive -5	
3	Support team - 5	
Project Management and Governance		

Annexure 2: Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI 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 EoI process

Having examined the Invitation for EoI document bearing the reference number _____ Dt. _____ 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 EoI document.

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

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI 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 EoI is liable to be rejected.

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

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 3: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EOI 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 bidder after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected bidder 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 bidder.
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 certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. 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.
7. We understand and agree that RailTel is intending to select partner/partners who are 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.
8. We hereby agree to submit that in case of being selected by RailTel as sole partner/partners 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.

9. We hereby undertake to sign Pre Bid Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 4: Undertaking for not Being Blacklisted/Debarred

EoI Reference No: _____ Date:_____

To,

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

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 5: Draft Non-Disclosure Agreement

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

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

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

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

1. Definitions. As used herein:

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

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

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the

confidentiality of its own proprietary and confidential information and that of its clients;

- c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
- d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.

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

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

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

5. Remedies. Company acknowledges that

- (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;
- (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
- (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and

liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

- 6. Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect,

such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. Term. Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

Annexure 6: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2022

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns

AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for ‘Selection of Master Service Integrator (MSI) For Supply, Installation, Commissioning and O&M of PKI Solutions, IT Infrastructure Components and Connectivity Services For E-Passport Project’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas in order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:-

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principle:-

- a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If

any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.

- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.
3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to

challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/ Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

Article – 10: Other Provisions

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:

Annexure 7: Complete EoI Examination & Nil Deviation Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Back to Back Compliance Certificate

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No: 20184/MLS/J(Library)/2022-23 dated 06-Oct-2022 and all of its addendums/ corrigendums & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back to back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 9: EMD as Bank Guarantee

{Mumbai, <Date>}

To
RailTel Corporation of India Ltd
Western Railway Microwave Complex,
Senapati Bapat Marg, Mahalaxmi,
Mumbai – 400013

Whereas _____ (hereinafter called 'the Bidder') has submitted the bid for Submission of EoI No: _____ dated _____ for Selection of Managed Service Provider (MSP) for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure (hereinafter called "the Bid") to RailTel Corporation of India Ltd

Know all Men by these presents that we <Bank Name> having our office at <Address> (hereinafter called "the Bank") are bound unto RailTel Corporation of India Ltd (hereinafter called "the Purchaser") in the sum of Rs. 50,00,000/- (Rupees Fifty Lakhs only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <insert date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. Having participated with another party/consortium apart from RailTel in RailTel's end customer Tender; or
3. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed.

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

This guarantee will remain in force up to <Date> and including 45 days from the last date of bid validity and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. 50,00,000/- (Rupees Fifty Lakhs only)
- II. This Bank Guarantee shall be valid upto <Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <Date> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: <Date>

Annexure 10: Performance Bank Guarantee Format

Draft Will be shared post award of contract

Annexure 11: Contract Agreement

Draft Will be shared post award of contract

Maharashtra Legislature Secretariat

(Tender Reference No. 20184/MLS/J(Library)/2022-23)

Request for Proposal (RFP)

For

**Selection of Managed Service Provider (MSP) for
design, development, implementation, and operations
of Digitalization of documents, Library portal with
AI/ML based multilingual search engine, BI analytics,
and upgradation of IT infrastructure of Maharashtra
Legislature Secretariat**

October 2022

Issued by:

Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg, Mumbai - 400032

Disclaimer

This Request for Proposal ("RFP") is issued by the Maharashtra Legislature Secretariat ("MLS").

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LIST OF ACRONYMS AND ABBREVIATIONS

ACD	Automatic call distributor
AES	Advanced encryption standard
ANI	Automatic number identification
AI	Artificial intelligence
AMC	Annual maintenance contract
ANSI	American national standards institute
API	Application programming interface
APT	Anti-advance persistence threat
ARC	Annual recurring charges
ATM	Asynchronous transfer mode
AVI	Audio video interleave
AVR	Automatic voltage regulator
AWS	Amazon web services
B.E.	Bachelor of engineering
B.Tech.	Bachelor of technology
BEC	Bid evaluation committee
BG	Bank guarantee
BI	Business intelligence
BMS	Building management system
BOM	Bill of material
BOQ	Bill of quantity
BWF	Broadcast wave format
CA	Certifying authorities
CAB	Change advisory board
CAC	Change advisory committee
CAPEX	Capital expenditure
CATV	Community antenna television
CCTV	Closed-circuit television
CD	Compact disc
CERT-IN	Indian Computer Emergency Response Team
CIFS	Common internet file system
CISSP	Certified information systems security professional
CLI	Caller line identification
CLI	Command-line interface

CMMI	Capability maturity model integration
COTS	Commercial of the shelf
CPU	Central processing unit
CRM	Customer relationship management
CRUD	Create, read, update, and delete
CSV	Comma-separated values
CSE	Customer service executives
CV	Curriculum vitae
CVC	Central vigilance commission
DAM	Database activity monitoring
DAT	Digital audio tape
DB	Database
DBA	Dynamic bandwidth allocation
DBA	Database business administration
DC	Data centre
DCMES	Dublin core metadata element set
DD	Demand draft
DDOS	Distributed denial-of-service
DHA	Directory harvest
DIT	Directorate of information technology
DMS	Document management system
DMZ	Demilitarized zone
DNIS	Dialed number identification sequence
DNS	Domain name service
DoS	Denial of service
DPI	Dots per inch
DPR	Detailed project report
DS	Deputy Secretary
DR	Disaster recovery
DRC	Disaster recovery centre
DV	Digital video
DVR	Digital video recorder
EAD	Encoded archival description
EC	Encumbrance certificate
EITM	Enterprise IT management

EDFA	Erbium-doped fiber amplifier
EMD	Earnest money deposit
EPC	Engineering, procurement, and construction
ERSPAN	Encapsulated remote switch port analyzer
EXIF	Exchangeable image file format
FAQ	Frequently asked questions
FAT	Final acceptance test
FC	Fiber channel
FEC	Forward error correction
FP	Functional point
FPS	Frequency per second
FQDN	Fully qualified domain name
FRS	Functional requirement specifications
FY	Financial year
FTTH	Fiber to the Home
FTTP	Fiber to the Premise
GBE	Gigabit ethernet
Gbps	GigaBytes per second
GIGW	Guidelines for Indian government websites
GoI	Government of India
GoM	Government of Maharashtra
GPON	Gigabit passive optical network
GR	Government resolution
GSC	Google search console
GT	Gigatransfers per second
GUI	Graphical user interface
HBA	Host bus adapter
HLD	High-level design
HIPS	Host based intrusion prevention system
HLD	High level design
HT	HyperTransport
HTML	Hyper Text Markup Language
HTTPS	Hypertext transfer protocol secure
HVAC	Heating, ventilation, and air conditioning
IAFIS	Integrated automated fingerprint identification system

ICT	Information and communications technology
IDS	Intrusion detection systems
IEC	International electrotechnical commission
IEEE	Institute of electrical and electronics engineers
IFSC	Indian financial system code
IP	Internet protocol
IT	Information technology
INR	Indian rupees
IPPBX	Internet protocol private branch exchange
IPR	Intellectual property rights
IPS	Intrusion prevention system
ISP	Internet service provider
IVR	Interactive voice response
IFB	Invitation for bid
iOS	iPhone operating system
IP	Internet protocol
IPS	Intrusion prevention systems
IPSec	IP Security
ISO	International organization for standardization
ISP	Internet service provider
ITSM	Information technology service management
JPEG	Joint photographic experts' group
JS	Joint Secretary
JSON	JavaScript object notation
Kb	Kilobyte
Kbps	Kilobyte per second
Kz	kilohertz
LAN	Local area network
LDAP	Lightweight directory access protocol
LED	Light emitting diode
LLD	Low-level design
LOI	Letter of intent
LOM	Lights-out management
LRDIMM	Load-reduced dual inline memory module
LTO	Linear Tape-Open

MAC	Media access control address
MAF	Manufacturer authorization form
MB	MegaByte
Mbps	MegaByte per second
MCA	Master of Computer Application
ML	Machine learning
MLA	Member of Legislative Assembly
MLC	Member of Legislative Council
MoM	Minutes of meeting
MLS	Maharashtra Legislature Secretariat
MLL	Maharashtra Legislature Library
MPEG	Moving picture experts group
MPLS	Multiprotocol label switching
MSA	Master service agreement
MSP	Managed service provider
MT	One million transfers per second
MTBF	Mean time between failures
MTNL	Mahanagar telephone nigram limited
MXF	Material exchange format
MZ	Militarized zone
NDA	Non-disclosure agreement
NFS	Network file system
NIC	National informatics centre
NIPS	Network intrusion prevention system
NMS	Network monitoring system
NTP	Network time protocol
O&M	Operations and maintenance
OCR	Optical character recognition
ODN	Optical distribution network
OEM	Original equipment manufacturer
OHSAS	Occupational health and safety assessment series
OLAP	Online analytical processing
OLT	Optical line terminal
ONT	Optical network terminal
ONU	Optical network unit

OPEC	Online public access catalog
OPEX	Operating expenses
OS	Operating system
OTP	One-time password
OWASP	Open web application security project
PBG	Performance bank guarantee
PDC	Primary domain controller
PDF	Portable document format
PDL	Parliament digital library
PG	Performance guarantee
PIC	Project implementation committee
PIP	Performance improvement process
PKCS	Public key cryptography standards
PKI	Public key infrastructure
PM	Preventive maintenance
PMC	Project management consultant
PMU	Project management unit
PMD	Physical media dependent
PMIS	Project management information system
PMO	Project management office
PMU	Project management unit
PoC	Proof of concept
PON	Passive optical network
POP	Point-to-point
PQ	Pre-qualification
PRI	Primary rate interface
PSI	Page speed insights
PWG	Project working group
PS	Principal Secretary
QoS	Quality of service
QC	Quality control
QP	Quarterly payment
QPI	Quick path interconnect
RAID	Redundant array of inexpensive disks
RCA	Root cause analysis

ROM	Read-only memory
RTM	Requirement traceability matrix
RTT	Requirement traceability table
SAN	Storage area network
SAS	Serial attached small computer system interface
SCSI	Small computer system interface
SDLC	Software development life cycle
SDMS	Scanned document management system
SEO	Search engine optimization
SERP	Search engine results page
SFMS	Structured financial messaging system
SFP	Small form-factor pluggable
SDD	System design document
SI	System integrator
SIEM	Security information and event management
SIP	Session initiation protocol
SLA	Service level agreement
SMF	Sealed maintenance free
SMO	Social media optimisation
SMS	Short message service
SO	Section Officer
SOA	Service oriented architecture
SOAP	Simple object access protocol
SOP	Standard operating procedures
SPAN	Switch port analyzer
SPV	Special purpose vehicle
SRS	System requirement specification
SRTP	Secure real-time transport protocol
STQC	Standardisation testing and quality certification
SSD	Solid-state drive
SSL	Secure sockets layer
TB	Terabyte
TDM	Time division multiplexing
TIFF	Tagged image file format
TLS	Transport layer security

ToR	Term of reference
TPA	Third-party auditors
TQ	Technical qualification
UAT	User acceptance test
UDP	User datagram protocol
ULB	Urban local body
UI	User interface
UML	Unified modeling language
UPS	Uninterrupted power supply
UT	Union territory
UX	User experience
VAH	Heavy attack naval air squadron
VESDA	Very early smoke detection apparatus
VLAN	Virtual local area network
VM	Virtual machine
VPN	Virtual Private Network
VRF	Virtual routing and forwarding
W3C	World wide web consortium
WAF	Web application firewall
WAN	Wide area network
WBS	Work breakdown structure
WFMC	Workflow management coalition
WIP	Work in progress
WRR	Weight round robin

Bid Data Sheet (BDS)

BID DATA SHEET (BDS)

Table 1 - Bid Data Sheet

#	Information	Section / Clause reference	Details
Introduction			
1.	Name of the client	-	Maharashtra Legislature Secretariat
2.	Project name	-	Design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat (henceforth referred as "MLS Digitalization Project")
3.	Contact information of the client	-	Shri Rajendra Bhagwat Principal Secretary, Maharashtra Legislature Secretariat psec.legislature@maharashtra.gov.in Phone: 022-22027399, 22026354, 22026879, 22027775/77
4.	RFP advertising date	-	06 th October 2022
5.	RFP document reference number and start date	-	20184/MLS/J(Library)/2022-23 and 06 th October 2022 at 16:00 Hours (IST)
6.	RFP Type	-	Open RFP via e-Tendering system
7.	Website for downloading the RFP document	-	This RFP can be downloaded from Maharashtra Tenders Portal https://mahatenders.gov.in .
8.	RFP download due date	-	31 st October 2022, at 17:00 Hours (IST)
9.	RFP document fee	-	INR 10,000 (Non-refundable)
10.	Earnest Money Deposit (EMD)	Section 1.8.2	The amount of EMD is INR 1.5 Crores in favour of "Principal Secretary, Maharashtra Legislature Secretariat," payable at Mumbai as per the format mentioned in the Section – Bid Formats". EMD should remain valid for a period of minimum 45 days beyond the validity period of bids.
11.	EMD submission due date & time	-	31 st October 2022, at 17:00 Hours (IST) Bidders must upload and submit all the

#	Information	Section / Clause reference	Details
	Addressee and address for the EMD to be submitted		items (documents) on the eProcurement portal https://mahatenders.gov.in, as per the folder structure specified on the eProcurement portal. Principal Secretary, Maharashtra Legislature Secretariat, Room no. 802, 8th floor, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032 Maharashtra, India The bidder shall have to submit the original hard copy of EMD in sealed envelope for the reference of Bid Evaluation Committee (BEC), at Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, by 02nd November 2022 at 14:00 Hours (IST).
12.	Procurement	Section 2	Procurement is linked to Section 2: Scope of work
13.	Project implementation	Section 7	The project implementation is phased: Yes (three phases)
Bid Presentation			
14.	Last date for submission of written queries for clarifications	Section 8.4.1	All the queries should be received on or before 18th October 2022, at 16:00 Hours (IST) through email only with subject line as follows: “pre-bid queries - <bidder Name>”. The pre-bid queries shall be submitted by e-mail only at below given email address. nilesh.wadnerkar@gov.in The pre-bid queries should be submitted as per the format prescribed in this RFP.

#	Information	Section / Clause reference	Details
			Bidders who have purchased the RFP will be eligible to submit pre-bid queries.
15.	Place, Date and Time of pre-bid meeting and Nodal Officer contact details	-	Pre-Bid meeting is scheduled on 20th October 2022. The reporting time to attend pre-bid meeting is 11:00 Hours (IST). Venue: Room no. 801, 8th floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032 The name(s), address(es), and telephone numbers of the Nodal Officer is: Shri Nilesh Wadnerkar Librarian, Information & Research Officer Maharashtra Legislature Secretariat, Room no. 603, 6th Floor, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032 Landline: +91-22-22827561 nilesh.wadnerkar@gov.in Clarifications may be requested two (2) days before the pre-bid meeting date.
16.	Site visit to MLS premise	-	a) Site visit at Maharashtra Legislature Secretariat, Mumbai is scheduled on 13th October 2022, from 14:00 Hours to 17:30 Hours (IST) Venue: Room no. 801, 8th Floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032 b) Site visit at Maharashtra Legislature Secretariat, Camp Office Nagpur is scheduled on 17th October 2022, from 12:00 Hours to 16:00 Hours (IST) Venue: Cabinet Hall, 1st floor (old building), Maharashtra Legislature

#	Information	Section / Clause reference	Details
			Secretariat, Opposite Reserve Bank, Civil Lines, Nagpur, Maharashtra 440001 Bidders need to send their requests by e-mail from their official email address only to nilesh.wadnerkar@gov.in on or before 12th October 2022, at 17:00 Hours (IST). Maximum of four persons can be nominated by a single bidder. Bidders who have purchased the RFP will be eligible to make the site visit.
17.	Last date and time for bid submission (on or before) by the bidder	-	31st October 2022 at 17:00 Hours (IST) Bid submitted after above mentioned date on https://mahatenders.gov.in will not be accepted. The bidder shall have to submit the ten (10) hard copies of their Pre-qualification and Technical bids uploaded on e-tender portal, in colour print in sealed envelope for the reference of Bid Evaluation Committee (BEC), at Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, by 02nd November 2022 at 14:00 Hours (IST).
18.	Place, Time and Date of opening of Pre-qualification/Technical bid	-	02nd November 2022 at 15:00 Hours (IST) Place: Room no. 801, 8th floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032
19.	Place, Time and Date of technical presentations by qualified bidders.	-	The date of presentation will be intimated to qualified bidders on a later date Place: Room no. 801, 8th floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032

#	Information	Section / Clause reference	Details
20.	Place, Time and Date of opening financial bid of qualified bidder	-	The date of opening financial bid will be intimated to qualified bidders on a later date Place: Room no. 801, 8 th floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032
Preparation of Bids			
21.	Language of Bid	-	Proposals should be submitted in English only.
22.	Bid Validity Period	-	120 Calendar days from the date of opening of Bid
23.	Is consortium permissible in the bid	Section 1.5	Yes
24.	The Complete Bid response shall include the following documents: 1. Pre-qualification bid 2. Technical bid 3. Financial bid	Section 1.13.2 Section 1.13.3 Section 1.13.4	a) For FULL TECHNICAL BID (FTB): i. The Pre-qualification bid shall be prepared in accordance with the requirements specified in this RFP. ii. The Technical bid shall be prepared in accordance with the requirements specified in this RFP b) For FULL FINANCIAL BID (FFB): i. The Financial bid shall be prepared in accordance with the requirements and formats specified in this RFP.
25.	Currency	NA	INR (Indian Rupees) only
Evaluation of Bids and Awarding of Contract			
26.	Pre-qualification criteria	Section 1.15.1	Summary of pre-qualification criteria: a) PQ1 – Legal entity b) PQ2 – Board resolution / Power of attorney c) PQ3 – Board resolution / Power of attorney in favour of lead bidder (in case of consortium) d) PQ4 – Debarment/Blacklisting e) PQ5 – Financial turnover f) PQ6 – Net worth g) PQ7 – Technical capability (Software development and maintenance)

#	Information	Section / Clause reference	Details
			h) PQ8 – Technical capability (Data digitization) i) PQ9 – Technical capability (IT integration and Infrastructure) j) PQ10 – Availability of key manpower resources k) PQ11 – Certifications l) PQ12 – Integrity pact m) PQ13 – No conflict of Interest n) PQ14 – Non-disclosure agreement (NDA)
27.	Technical evaluation	Section 1.15.2	Total technical score will of 100 marks. Summary of Technical evaluation criteria: a) TQ1 – Company profile (5 marks) b) TQ2 - Relevant experience (25 marks) c) TQ3 – Proposed solution, approach & methodology and work plan assessment (15 marks) d) TQ4 – Presentation (15 marks) e) TQ5 - Demo or Proof of concept of similar solution having multilingual search engine (15 marks) f) TQ6 - Manpower resources profile (25 marks) Minimum technical score of 70 out of 100 marks required for technically qualified
28.	Financial bid evaluation and standard deviation on financial bid price	Section 1.15.3 Section 1.15.4	a) All financial bids of technically qualified bidders will be opened and ranked as L1, L2 and so on. b) Standard deviation: Any financial bid price of technically qualified that is less or above than 20% of the average financial bid price will be disqualified. c) Financial bid price within the standard deviation range will be evaluated as per the combined and final evaluation method.
29.	Method of selection	Section 1.15.4	The method of selection is Quality and Cost Base Selection (QCBS).

#	Information	Section / Clause reference	Details
			The weights given to the Technical and Commercial Bids are: Technical = 70% and d) Commercial = 30%
30.	Issue of Letter of Award	Section 1.16.3	Within 15 days from the date of notifying to the successful bidder in writing or email, for the acceptance of their bid.
31.	Incorporation of the Special Purpose Vehicle (SPV) by the Selected bidder (in case of consortium)	-	The successful bidder must incorporate SPV within twenty-one (21) days of issue of Letter of Award and submit hard and soft copy of the SPV incorporation to MLS. This is mandatory for signing the Master Service Agreement.
32.	Bid security (Performance bank guarantee)	Section 1.16.5	5% of total contract value, in favour of "Principal Secretary, Maharashtra Legislature Secretariat" payable at Mumbai.
33.	Submission of the Performance Bank Guarantee (PBG)	Section 1.16.5	Within twenty-one (21) days of the date of issuance of the work order as per the format provided in section 8.4.3
34.	Signing of Master Service Agreement with Maharashtra Legislature Secretariat	Section 10	Within fifteen (15) days after the receipt of valid Performance Guarantee from the successful bidder and documentary evidence of incorporation of SPV.
35.	Project duration	-	24 months implementation 60 months Operation and maintenance

Note: The MLS reserves the right to modify the above schedule and terms and conditions of this RFP at its discretion which will be binding on the bidder.

Section 1: Introduction and Instructions to Bidders (ITB)

1 SECTION 1: INTRODUCTION & INSTRUCTIONS TO BIDDERS (ITB)

1.1 KEY DEFINITIONS

- a) RFP/Tender document – means this document that solicits proposal, released by MLS for a selection of potential bidders to submit their business proposals for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat.
- b) Project – means software/solution design, development and implementation, Information Technology (IT) infrastructure procurement, deployment, implementation, and maintenance for 'Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat' as per the scope of work of this RFP
- c) Bidder - means a company who develops and submits a bid, and a potential contractor or supplier who participates in this RFP when they are selected through the bid evaluation processes.
- d) Bid response document - means a written or formal offer, or complete bid in response to this RFP that includes pre-qualification (PQ), Technical Qualification (TQ) and other documents required for bid evaluation.
- e) Bid/RFP evaluation - means an MSP selection process that is the evaluation of bids to select the successful supplier, contractor, or subcontractor among proposed bidders in accordance with bid evaluation criteria.
- f) MSP – means the Managed Services Provider (MSP) who shall be selected by MLS through the bid evaluation processes defined in this RFP for the design, development, and implementation of this project.
- g) Special Purpose Vehicle (SPV) – It is a legal entity created for special purpose or to help parent company.

1.2 INTRODUCTION

1.2.1 Background

Maharashtra Legislature consists of the two Houses, namely the Maharashtra Legislative Council and the Maharashtra Legislative Assembly, with the primary objective of Governance of the State through the elected representative by law making, voting of the budget and other important Legislative issues. Maharashtra Legislature is governed by Hon'ble Chairman, Maharashtra Legislative Council and Hon'ble Speaker, Maharashtra Legislative Assembly.

Maharashtra Legislature Secretariat (MLS) headed by Principal Secretary, works as a liaison between the executive and the Houses of the Legislature. MLS facilitates the different Ministries to introduce Bills in the House, and take-up other business of the House and provides necessary support to the Legislative Committees in getting the required information through interaction with officials of different Government departments.

MLS is supported by the Maharashtra Legislature Library (MLL), which is one of the oldest, and largest libraries, managing a wide range of information resources like debates of Rajya Sabha, Lok Sabha, Maharashtra Legislative Council and Legislative Assembly, Government acts & bills, Government gazettes, budget publications, newspaper clippings, books, and Government reports.

The prime function of MLL is to cater to the needs and requirements of the Hon'ble Members of Legislature by supplying them with available information, to enable them to discharge their responsibilities effectively. Additionally, it also provides this information to citizens, scholars, researchers and other who seek information from MLL.

At present, the process of searching and sharing the information by MLL is manual and in certain scenarios, it takes time to search and share the information from wide range of information. To overcome this, MLS has decided to take up the project of Digitalization of debates documents and other material of MLL and other departments of MLS and develop Artificial Intelligence (AI) and Machine Learning (ML) based search engine to search and share the information effectively and efficiently. Also, MLS has decided to upgrade MLL and its facilities, and existing IT Infrastructure.

1.2.2 Purpose of this RFP

The purpose of this RFP is to select a Managed Service Provider (MSP) for designing, developing, deployment, commissioning, operating, and maintaining all solutions of this project for a period, as mentioned in BDS, after the Go-Live date. The requirements and the scope of work of the project for the bidder are mentioned in section 2: Scope of Work of this RFP document.

1.3 INVITATION FOR BID

- a) MLS hereby invites bids from eligible, reputed, qualified firms with sound technical and financial capabilities for design, development, integration, testing, implementation, and maintenance of solutions for this project. Bidders/agencies are advised to study this RFP document carefully before submitting their bids in response to the RFP Notice. Submission of a bid in response to this RFP 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 who wish to participate in this bidding process must register on <https://mahatenders.gov.in>
- c) The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be only considered valid for participation in the electronic bidding process (e-Tendering) subject to the registration on <https://mahatenders.gov.in> and submission of required bidding documents as specified in this RFP.

Note: The bidder shall have to submit, the ten (10) hard copies of their Pre-qualification and Technical bid uploaded on e-tender portal in colour print in sealed envelope for the reference of Bid Evaluation Committee (BEC), at Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, within the date and time as mentioned in BDS.

- d) Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.

1.4 GENERAL

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the project by MLS based on this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MLS. Any notification of preferred bidder status by MLS shall not give rise to any enforceable rights by the bidder. MLS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of MLS.
- d) This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such prior communications.

1.4.1 Compliant bids or Completeness of bid response

- a) 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.
- b) Failure to comply with the requirements of this RFP may render the bid non-compliant and the bid may be rejected. Bidders must:
 - i. Include all documentations specified in this RFP
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

1.5 CONSORTIUM AND SUB-CONTRACTING

1.5.1 Consortium

The bidders can form consortiums subject to following conditions:

- a) The number of consortium members cannot exceed four, including the lead member.
- b) The lead member of the consortium shall be responsible for works which are estimated to be at least 50% of the total value of the contract. The bidder shall have to provide the details of works responsibility for consortium members as per the format provided into the section 8.1.7 'Bidder's firm details' of this RFP.
- c) All members of consortium should be

- i) in contractual agreement between themselves before submitting the bid.
 - ii) should be registered legal entity in India
 - iii) should have signed integrity pact
- d) None of the members of the consortium should be a blacklisted entity and must provide the undertaking for the same in the format provided in "Undertaking of Non-Debarment/Blacklisting" under the section 8.1.15:" of this RFP document.
- e) All the consortium members including lead bidder are jointly & severally responsible for execution of the contract and for all obligations towards MLS for performance of works/services under this contract.
- f) 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.
- g) All the signatories of the joint consortium agreement shall be authorized by a Power of Attorney signed by the respective Authorized Signatory or Board resolution and authorization letters of Board of Directors of the companies.
- h) Each consortium member shall execute and submit a registered power of attorney 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.
- i) The consortium agreement should provide each consortium member's firm details like name, address, authorized signatory, status of the company (public or private), date of company registration, PAN and GST number along with supporting documents, industry certificates, financial turnover, and other required information.
- j) The consortium agreement (as per the format provided in "Section 8.1.8") concluded by the lead member and consortium member(s) should also be addressed to MLS 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.
- k) Change in members of the consortium of the successful bidder anytime during the contract will be allowed only with prior approval of MLS.
- l) In the scenario of the approved changes in consortium partner, the lead bidder shall ensure that the new consortium partner shall have equivalent or higher credentials and capabilities than the existing consortium partner. In case of noncompliance of this condition, MLS reserve the right to terminate the contract without prior notice.
- m) In the event of selection of consortium (as MSP), a Special Purpose Vehicle (SPV) should be formed between the members of the consortium. The SPV agreement should be signed and submitted to MLS before signing the contract under this RFP.
- n) The authorized signatory of the SPV and its members shall sign the contract with MLS.

1.5.2 Sub-contracting

- a) The bidder shall be permitted to sub-contract part of work, not more than 50% of the value of the contract. The bidder shall have to provide the details of works that would be sub-contracted to sub-contractor by them, as per the format provided into the section 8.1.9 'Subcontractor details' of this RFP.
- b) The bidder may enhance its work experience for this project by associating with sub-contractor and may use their work credentials for this project. In such scenario, the sub-contractor should exclusively be associated with the bidder or bidder's consortium for the respective part of the work of this project, and the bidder must submit the certificate of association for the same, as a part of their bid. The bidder shall have to submit the authorization letter from sub-contractor as per the format provide in section 8.1.13 'Authorization letter from sub-contractor'.
- c) The bidder may change the sub-contractor, provided it does not impact the quality of services being delivered. However, the bidder needs to inform MLS on its intention to change the sub-contractor and reason thereof. Change in sub-contractor anytime during the contract will be allowed only with prior approval of MLS.
- d) The bidder shall be liable for performance of the sub-contractor. MLS will not be a party to this contract between the bidder and sub-contractor.

1.6 CODE OF INTEGRITY

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- a) prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.

- viii. making false declaration or providing false information for participation in this RFP process or to secure a contract.
- b) disclosure of conflict of interest.
- c) disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder has contravened the code of integrity, may take appropriate measures.

1.7 PRE-BID MEETING AND CLARIFICATIONS

1.7.1 Pre-bid conference

- a) MLS shall hold a pre-bid meeting with the prospective bidders on the Date and Time provided in Bid Data Sheet (BDS) of this RFP document.
- b) The bidders will have to ensure that their queries for pre-bid meeting should be emailed to the provided point of contact (Nodal Officer). The email id of Nodal Officer is provided in BDS of this RFP document. No telephonic queries will be entertained.
- c) The queries should necessarily be submitted as per the format for Pre-bid queries provided in "Section 8.4.1" of this RFP document.
- d) MLS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by MLS.

1.7.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by MLS will endeavor to provide timely response to all queries. However, MLS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MLS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, MLS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the Maharashtra e-Tendering portal <https://mahatenders.gov.in> and may be emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) To provide prospective bidders reasonable time for taking the corrigendum into account, MLS may, at its discretion, extend the last date for the receipt of bids.

1.8 KEY INSTRUCTIONS OF THE BID

1.8.1 RFP document Fee

- a) The fee for purchase of this RFP document is provided in BDS of this RFP document and must be made through online payment mode only.
- b) The scanned copy or soft copies of RFP document fee paid receipt should be submitted along with the bidder's bid. Bids received without or with inadequate RFP document fees shall be rejected.

1.8.2 Earnest Money Deposit (EMD) / Bid Security

- a) Bidders shall submit, along with their Proposals, an EMD as per BDS, in the form of a demand draft (DD) OR Bankers Cheque (BC) OR Bank guarantee (BG)
 - i. EMD BG in the format specified in "Section 8.4.2" issued by a commercial bank in favour of <Principal Secretary, MLS>. The EMD BG should remain valid for a period mentioned in BDS of this RFP document.
 - ii. Demand Draft/Banker cheque: Payable at Mumbai
 - iii. EMD should be furnished in Indian Rupees only.
 - iv. EMD shall be non-transferable.
- b) EMD of all unsuccessful bidders would be refunded by MLS within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee (PBG).
- c) The EMD amount is interest free and will be refundable to the bidders without any accrued interest on it.
- d) Bids that do not accompany with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period and other details), mentioned above, shall be rejected.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
 - iii. The bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - iv. A bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
 - v. In case the successful bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security/Guarantee.

1.8.3 Submission of Bid

Bidders should submit their bid responses as per the procedure specified in the e-Procurement portal (<https://mahatenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- a) RFP document fee (Online)
- b) EMD (Online)
- c) Pre-qualification bid
- d) Technical bid
- e) Financial bid
- f) Additional certifications/documents as detailed in this RFP.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The MLS will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bidder's Proposal.

1.8.4 Bidder's authorized signatory

A bid should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the bidder stating that the authorized signatory is authorised to execute documents and to undertake any activity associated with the bidder's bid. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

1.9 DEVIATION

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a No Deviation Certificate as per the format mentioned in Section 8.2.10.13.6: No deviation certificate". The bids with deviation(s) are liable for rejection.

1.10 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/Services or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MLS is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MLS shall give notice to the successful bidder of any such claim and recover it from the bidder as required.

1.11 FRAUD AND CORRUPT PRACTICE

- a) The bidders/bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bid evaluation. Notwithstanding anything to the contrary contained in this RFP, MLS shall reject a Bid without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the bid evaluation. In such an event, MLS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security/Guarantee as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's bid.
- b) Without prejudice to the rights of MLS under clause above and the rights and remedies which MLS may have under the LOI or the Agreement, if a bidder is found by the MLS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bid evaluation, or after the issue of the LOI or the execution of the MSA, such bidder shall not be eligible to participate in any tender or RFP issued by MLS during a period of <five years> from the date such bidder is found by MLS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the bid evaluation (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MLS who is or has been associated in any manner, directly or indirectly with the bid evaluation or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MLS, shall be deemed to constitute influencing the actions of a person connected with the bid evaluation); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the bid evaluation or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MLS in relation to any matter concerning the Project;
 - ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the bid evaluation;

- iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the bid evaluation;
- iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MLS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bid evaluation; or (ii) having a Conflict of Interest; and
- v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bid evaluation.

1.12 CONFLICT OF INTEREST

- a) A bidder shall not have a conflict of interest that may affect the bid evaluation or the project implementation (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MLS shall forfeit and appropriate the EMD, if available, compensation and damages payable to MLS for the time, cost and effort of MLS including consideration of such bidder's bid, without prejudice to any other right or remedy that may be available to MLS hereunder or otherwise.
- b) MLS requires that the successful bidder provides solutions which always hold MLS's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The successful bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MLS.
- c) Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the bid evaluation, if:
 - i) the bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such bidder, Member or Associate, as the case may be) in the other bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person

in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - ii) a constituent of such bidder is also a constituent of another bidder; or
 - iii) such bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other bidder or its Associate; or
 - iv) such bidder has the same legal representative for purposes of this bid as any other bidder; or
 - v) such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other bidder; or
 - vi) there is a conflict among this and other solution assignments of the successful bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such bidder or having common controlling shareholders. The duties of the successful bidder will depend on the circumstances of each case. While providing software implementation and related solutions to MLS for this assignment, the successful bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - vii) A firm hired to provide solutions for the implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) A bidder eventually appointed to implement software solutions for this Project, its associates and affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to MLS in continuation of this systems implementation or to any subsequent systems implementation executed for MLS in accordance with the rules of MLS.

1.13 PREPARATION AND SUBMISSION OF PROPOSALS

1.13.1 Online Bid Submission

- a) The bidder shall submit the bid online through e-Tendering portal <https://mahatenders.gov.in> only
- b) To view- Tender Notice, Detailed Time Schedule, RFP document and its supporting documents, kindly visit following website of Maharashtra Government Tender Information System: <https://mahatenders.gov.in>
- c) The bids submitted by the bidder shall comprise of the following two envelopes:
- d) A Two envelope/ cover system shall be followed for the bid –
 - i. **Envelope A:** RFP document fee, scanned EMD, Pre-qualification bid and technical bid (including the credentials, technical proposed solution, and others)
 - ii. **Envelope B:** Financial bid

The bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format or content may lead to the rejections of the bid submitted by the bidder.

- e) The bidders participating first time for e-Tenders on Tenders Maharashtra Portal will have to complete the Online Registration Process for the e-Tendering portal.
- f) 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.
- g) MLS will not accept delivery of bid in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid, and rejected.
- h) It is required that all the bids submitted in response to this RFP should be unconditional in all respects, failing which MLS reserves the right to reject the bid.

Note: The bidder shall have to submit the ten (10) hard copies of their Pre-qualification and Technical bid uploaded on e-tender portal in colour print in sealed envelope for the reference of Bid Evaluation Committee (BEC). These hard copies of pre-qualification and technical bid should be same as it has been submitted on e-tender portal by the bidder. Any discrepancies found by MLS in the submitted hard copies may lead for rejection of the bid of the respective bidder.

1.13.2 Content of Pre-Qualification bid

The minimum eligibility criteria that should be satisfied by the bidders are mentioned in section 1.15.1. The formats for the Pre-qualification documents are given in this RFP, unless specified otherwise.

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

#	Section Heading	Details
Section 1	Bidder information	As per format provided in Section 8.1.1
Section 2	Pre-qualification bid response covering letter	As per format provided in Section 8.1.2
Section 3	Pre-qualification bid response compliance checklist	Pre-Qualification criteria table as mentioned in Section 1.15.1 with response and reference against each criterion, as per format provided in Section 8.1.3
Section 4	Online payment receipt for RFP document fee	Documentary Evidence (scanned copy of receipt) of online payment for RFP Document Fee
Section 5	Earnest Money Deposit (EMD)	Documentary Evidence (scanned copy of receipt) for Earnest Money Deposit (EMD) as per the format provided in section 8.1.5
Section 6	Bidder's authorised signatory	Documentary evidence as mentioned in 8.1.6
Section 7	Bidder's firm details	Documentary evidence as per the format provided in Section 8.1.7
Section 8	Consortium agreement	Documentary evidence as per the format provided in Section 8.1.8
Section 9	Subcontractor details	Documentary evidence as per the format provided in Section 8.1.9
Section 10	Technical capability (Software development and maintenance)	Citation detail as per format provided in Section 8.1.10 with Documentary Evidence
Section 11	Technical Capability (Data digitization)	Citation detail as per format provided in Section 8.1.11 with Documentary Evidence
Section 12	Technical capability (IT infrastructure)	Citation detail as per format provided in Section 8.1.12 with Documentary Evidence
Section 13	Authorization letter from sub-contractor	Documentary evidence as per the format provided in Section 8.1.13
Section 14	Details of requisite manpower available with the bidder	Key personnel detail as per format provided in Section 8.1.14 with Documentary Evidence
Section 15	Undertaking on No debarment/blacklisting	As per format provided in Section 8.1.15

#	Section Heading	Details
Section 16	Industry certificates	Documentary evidence of certificates mentioned in section 8.1.16
Section 17	Integrity pact	Integrity pact as per the format provided in section 8.1.17
Section 18	Undertaking – No conflict of interest	As per format provided in Section 8.1.18
Section 19	Power of Attorney	As per format provided in Section 8.1.19 with documentary evidence
Section 20	Non-disclosure agreement	As per format provided in Section 8.1.20
Section 21	Annexures	Documentary evidence for details mentioned in section 8.1.21

Note:

- i. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered sealed with company stamp and signed by authorized signatory.
- ii. Inadequate information shall lead to disqualification of the bid.

1.13.3 Contents of Technical Bid

- a) Bidders should necessarily furnish the technical bid in the instructions given in section 1.15.2 and details provided in the RFP.

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

Section No.	Section Heading	Details
Section 1	Bid information	As per format provided in Section 8.2.1
Section 2	Technical Bid Covering Letter	As per format provided in Section 8.2.2
Section 3	Technical Bid Evaluation Criteria checklist	Technical qualification criteria table as mentioned in Section 1.15.2 with response and reference against each criterion, as per format provided in Section 8.2.3
Section 4	Turnover – single bidder / consortium bidders	As per format provided in Section 8.2.4
Section 5	Turnover capability – Software development and maintenance	As per format provided in Section 8.2.5
Section 6	Turnover capability – data digitisation	As per format provided in Section 8.2.6

Section No.	Section Heading	Details
Section 7	Turnover capability – IT infrastructure	As per format provided in Section 8.2.7
Section 8	Turnover capability – Government projects	As per format provided in Section 8.2.8
Section 9	Proposed manpower details	As per format provided in Section 8.2.9
Section 10	Approach and methodology	As per format provided in Section 8.2.10
Section 11	Bill of material (BOM) compliance sheet	As per format provided in Section 8.2.11
Section 12	Total responsibility certificate	As per format provided in Section 8.2.11
Section 13	Bill of Material (without price)	As per BOQ format uploaded on the https://mahateneders.gov.in portal

Note:

- iii. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered sealed with company stamp and signed by authorized signatory.
- iv. Inadequate information shall lead to disqualification of the bid.
- b) 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 bid should not contain any financial information. The bidder shall be disqualified in case any financial details are found to be included in the technical bid.
- c) It is expected that bidders have read and understood the RFP documents along with clarification/ corrigendum documents (if any) before the bid submission.
- d) **Pre-existing work of the MSP:** In accordance with terms of this RFP, in the technical bid the bidder should identify and provide the details of any relevant pre-existing work of the MSP and that of its consortium partners, subcontractors, that the bidder wishes to use in provision of services under this RFP. The bidder shall also provide sufficient documentary proof to establish that such work belongs solely to MSP (or its consortium partners, subcontractors). The bidder shall also certify that the bidder (or its consortium partners, subcontractors) has all necessary documents like source code, object code, user manuals, SRS, FRS etc. for such pre-existing works.
- e) Also, in its technical bid, the bidder must clearly mention the required details: sub-system level functionality available in the pre-existing work vis-à-vis requirements of this project, compliance of the existing product/work to this project and non-functional requirements, platforms, etc. MLS reserves the right to verify such details as submitted by the bidder. In case the details are not provided, it will be assumed that there are no pre-existing work/products.
- f) Use of any pre-existing products/work will be governed by the Solution Architecture requirements of this project.

- g) COTS: In accordance with terms of this RFP, the bidder shall submit documents evidencing that the proposed COTS products/software for (1) Portal Content Management System (2) Document Management System (3) AI/ML based multilingual search engine (4) AI/BI dashboards and reporting (5) Online web crawling engine (6) online video streaming (7) Virtual tour, (8) e-Book generation, have been implemented successfully for at least 5 organisations in India.

1.13.4 Contents of Financial bid

1.13.4.1 Format of Financial bid

Bidder shall submit their bid in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection.

Section No.	Section Heading	Details
Section 1	Financial bid covering letter	As per format provided in Section 8.3.1
Section 2	Breakdown of cost components	As per BOQ format uploaded on the https://mahateneders.gov.in portal and general conditions mentioned in sector 8.3.2.

- 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.
- In case the selected bidder does not quote for or provision for any component or expenses required to meet the requirements of the RFP, the bidder shall be solely responsible for those and would be required to provide them, without any additional cost to MLS.
- The bidder is expected to price all the items and services sought in the RFP and proposed in the technical bid. The bid should be comprehensive and inclusive of all the services to be provided by the bidder as per the scope of work mentioned in RFP and must cover the entire contract period.
- MLS may seek clarifications from the bidder on the technical bid. Any of the clarification's responses from the bidder on the technical bid should not have any financial implications. The financial bid submitted by the bidder should be inclusive of all the items in the technical bid and should incorporate all the clarifications provided by the bidder on the technical bid during the evaluation of the technical offer.
- Financial bid shall not contain any technical information. The bid price shall include all taxes and levies (inclusive of Goods and Services Tax). The financial bid shall be in Indian Rupees (INR) only.

1.13.4.2 Corrections of errors in Financial bid

- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the financial bids are received by MLS.

- b) The quoted price shall be corrected for arithmetical errors.
- c) In cases of discrepancy between the prices quoted in words and in figures, the price quoted in words shall prevail.
- d) The amount stated in the financial bid, adjusted in accordance with the above procedure shall be considered as binding on the bidder for evaluation.

1.13.4.3 Price and information

- a) The bidder shall quote a price for all the components of the solution that are necessary to meet the requirements of the RFP.
- b) All the prices will be in Indian Rupees only.
- c) 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.)
- d) The price quoted in the financial bid shall be the only and maximum payment payable by MLS to the successful bidder for completion of the contractual obligations by the successful bidder under the contract, subject to the terms of payment and service levels specified in this RFP.
- e) The total contract value should be inclusive of all costs including but not limited to the licensing (if any), manpower, insurance for the contract period, delivery charges, and transfer of assets, handover of source code to MLS, travel / stay, 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
- f) 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 bid 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 bid submitted with an adjustable price quotation or conditional bid may be rejected as non-responsive.
- g) All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

1.13.5 Bid validity

The offer submitted by the bidders should be valid for a period as mentioned in BDS of this RFP.

1.13.6 Conditions under which RFP is issued

- a) This RFP is not an offer and is issued with no commitment. MLS reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MLS also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b) Timing and sequence of events resulting from this RFP shall ultimately be determined by MLS

- c) No oral conversations or agreements with any official, agent, or employee of MLS shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of MLS shall be superseded by the definitive agreement that results from this bid evaluation process. Oral communications by MLS to bidders shall not be considered binding on it, nor shall any written materials have provided by any person other than MLS.
- d) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MLS 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).
- e) Until the contract is awarded and during the period of the contract, bidders shall not, directly, or indirectly, solicit any employee of MLS to leave MLS or any other officials involved in this bid evaluation process to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of MLS.
- f) MLS may terminate the RFP process at any time and without assigning any reason. MLS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- g) The bidder's participation in this process may or may not result in MLS selecting the bidder to engage towards execution of the subsequent contract.

1.13.7 Right to the content of bid

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

1.13.8 Disqualification

The bid 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. If the bid does not comply with the requirements of this RFP
2. If the bid does not follow the format requested in this RFP or does not appear to address the requirements of MLS
3. If the bidder, during validity of the bid, or its extended period, if any, increases their quoted prices.
4. If the bid is conditionally submitted
5. If the bid is received in incomplete form.
6. If the bid is received after due date
7. If the bid is not accompanied by all the requisite documents.
8. If the bid is not accompanied by the appropriate RFP document fee and EMD.

9. If the bidder provides quotation only for a part of the project.
10. If the information submitted in technical bid 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
11. If the financial bid is enclosed with the technical bid.
12. If bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid evaluation.
13. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
14. Any bid received by MLS 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 MLS.
15. While evaluating the bids, if it comes to MLS'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 bid then the bidders so involved are liable to be disqualified for this contract as well as for a further period of <five years>, from the date such bidder or Systems MSP is found by MLS, from participation in any of the RFPs floated by MLS.
16. If the pre-qualification bid, technical bid contains any information on price, pricing policy, pricing mechanism or any pricing information of the bid.
17. Bidder fails to deposit the Performance Guarantee (PG) or fails to enter a contract as per the PBG submission timeline provided in BDS section or within such extended period, as may be specified by MLS.

1.13.9 Acknowledgement of understanding

By submitting a bid, each bidder shall be deemed to acknowledge that bidder has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.13.10 Site visit by bidder

The bidder may visit and examine the Maharashtra Legislature Secretariat at Mumbai and Maharashtra Legislature Secretariat Camp Office at Nagpur premise at a time specified by MLS.

It is the responsibility of the bidder to obtain the required data that may be necessary for preparing the bid document.

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 at the bidder's own expense.

1.13.11 Proposal preparation costs

The bidder shall be responsible for all costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MLS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

MLS will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.13.12 Language

The bid 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 duly provided by the bidders. For purposes of Proposal evaluation, the English translation shall govern.

If any documentary evidence for 'experience required as per Eligibility Criteria provided in this RFP document' is in other languages, a true translation of the copy attested by authorised signatory shall be enclosed.

1.13.13 Venue and deadline for submission of bids

The response to this RFPs must be submitted on the eProcurement portal (<https://mahatenders.gov.in>) by the date and time specified in the BDS section of this RFP.

1.13.14 Late bids

Bids submitted after the due date will not be accepted by the e-Procurement system (<https://mahatenders.gov.in>) and hence will automatically be rejected. MLS shall not be responsible for any delay in the online submission of the bid.

1.14 EVALUATION PROCESS

1.14.1 Bid Evaluation Committee (BEC)

- a) MLS will constitute a BEC to evaluate the responses of the bidders
- b) The BEC constituted by MLS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the bidder's bid being declared non-responsive.
- c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with BEC.
- d) The BEC may ask for meetings with the bidders to seek clarifications on their bids.
- e) The BEC reserves the right to reject any or all bids based on any deviations contained in them.

- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.14.2 Bid opening

The bids submitted up to last date & time of submission the bid will be opened at the date and time as mentioned in BDS of this RFP, by the Nodal Officer or any other officer authorized by MLS, in the presence of the bidder's representatives who may be present at the time of opening. The representatives of the bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

1.14.3 Bid evaluation

- a) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been:
 - i) submitted in manner not conforming with the manner specified in the RFP document
 - ii) Submitted without appropriate EMD as prescribed herein
 - iii) received without the appropriate power of attorney
 - iv) containing subjective/incomplete information
 - v) submitted without the documents requested in the checklist
 - vi) non-compliant with any of the clauses stipulated in the RFP
 - vii) having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

- b) All responsive bids will be considered for further evaluation by a BEC according to the bid evaluation process defined in this RFP document. The decision of the BEC will be final in this regard.

1.15 CRITERIA FOR EVALUATION

1.15.1 Pre-qualification (PQ) criteria

The Pre-qualification bids of only the responsive bidders will be assessed on the pre-qualification criteria as defined below.

Table 2 - Prequalification criteria

#	Eligibility Criteria	Applicability	Supporting documents required
PQ1	Legal Entity - Bidder should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008 - Bidder should be registered with the GST - Bidder should have been operating for the last three years.	- Single bidder and - Bidder Consortium - All consortium members individually	- Copy of Certificate of Incorporation OR Copy of LLP firm registration certificate, as applicable - Copy of Goods and Services Tax (GST) certificate with GST registration number (GSTIN) - Copy of PAN Card
PQ2	Board resolution / Power of attorney in favour of authorised signatory A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.	- Single bidder and - Bidder Consortium - All consortium members individually	- Copy of Board resolution OR - Copy of Power of attorney with appropriate supporting documents
PQ3	Power of attorney in favour of the lead member In case of consortium, the members shall submit a power of attorney in favour of the lead member.	All consortium members except lead member	Copy of Power of attorney with appropriate supporting documents
PQ4	Debarment / Blacklisting Bidder should not be under a declaration of ineligibility for corrupt, fraudulent or any other unethical business practices and should not be	- Single bidder and - Bidder consortium - All	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. (Sample

#	Eligibility Criteria	Applicability	Supporting documents required
	debarred or blacklisted by any government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India for any reason before the date of submission of bid.	consortium members individually	format is provided in section 8.1.15 of this RFP)
PQ5	Financial Turnover Average annual Gross turnover of last three (3) financial years (FY 2018-2019, FY 2019-2020, FY 2020-2021) should be at least 200 crores.	• Single bidder and • Bidder consortium – Aggregate of all consortium members combined	• Copy of the audited Balance Sheet and Profit & Loss Statement of the company • Certificate from the statutory auditor clearly stating the total turnover
PQ6	Net Worth Bidder should have a positive net worth in each of last three (3) financial years (FY 2018-2019, FY 2019-2020, FY 2020-2021) "Net worth" of the bidder, as defined under Companies Act 1956/2013 as may be amended from time to time, means – the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation	• Single bidder and • Bidder consortium - Aggregate of all consortium members combined and lead member separately	• Certificate from the Statutory Auditor clearly stating the net worth

#	Eligibility Criteria	Applicability	Supporting documents required
PQ7	Technical Capability (Software Development and Maintenance) The Bidder should have the project experience of development, implementation and maintenance of an application or portal including workflow-based IT applications or integrated system or Artificial Intelligence (AI), Business Intelligence (BI) based analytical system or portal implemented in public or private sector in India in the last seven (7) years (completed or phase completed). It excludes the cost of procurement, deployment, and maintenance of infrastructure. - At least one (1) such project of value more than INR 8 Crore - At least two (2) such projects each of value more than INR 6 Crore - At least three (3) such projects each of value more than INR 4 Crore	- Single bidder and - Bidder consortium - Aggregate of all consortium members combined	- Copy of work order and - Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and - Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.
PQ8	Technical Capability (Data Digitization) The Bidder should have the project experience of documents digitization and document management system or Digitalization platform implemented in public or private sector in India in the last seven (7) years (completed/phase completed). It excludes the cost of procurement, deployment, and maintenance of infrastructure. At least one (1) such project of digitization of minimum of eight lakh pages	- Single bidder and - Bidder consortium - Aggregate of all consortium members combined	- Copy of work order and - Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and - Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters)

#	Eligibility Criteria	Applicability	Supporting documents required
	- At least two (2) such projects each of digitization of minimum of six lakhs pages - At least three (3) such projects each of digitization of minimum of four lakhs pages Note: Digitization means scanning of documents, manual input of labels, creating and indexing metadata and other relevant activities.		Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.
PQ9	Technical capability (IT Integration and Infrastructure) The bidder should have the project experience of design and development, installation, commissioning, and maintenance of IT projects including Data Centre or Disaster Recovery Centre, Optical Fiber Network, Fiber to the Premise (FTTP) Network and DC facility management services in public or private sector in India in the last seven (7) years (completed or phase completed). - At least one (1) such project of value more than INR 18 Crore - At least two (2) such projects each of value more than INR 13 Crore - At least three (3) such projects each of value more than INR 9 Crore	- Single bidder and - Bidder consortium - Aggregate of all consortium members combined	- Copy of work order and - Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and - Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.
PQ10	Availability of Key Manpower Resources The bidder (consortium or any individual from	Single bidder and	Self-certificate by authorized signatory as per the format provided in Section 8.1.14 of this RFP

#	Eligibility Criteria	Applicability	Supporting documents required
	consortium) should have a minimum of 50 staff who are dedicated to a) Software Development or IT Services or Support Services b) IT Infrastructure including Data Center/Disaster Recovery Center, Optical Fiber Network and FTTP Network, Servers, Security, Systems Integration, and others	Bidder consortium - one of consortium member	
PQ11	Certifications: The bidder (consortium or any individual from consortium) should be certified in all - CMMI Level 3 or above - ISO 27001 - ISO 9000/9001	- Single bidder and - Bidder consortium - One of consortium member	Copy of the requisite certificates
PQ12	Integrity Pact	- Single bidder and - Bidder consortium - All consortium members individually	Integrity Pact signed by authorised signatory as per the format provided in Section 8.1.17 of this RFP.
PQ13	No conflict of Interest	- Single bidder and - Bidder consortium - All consortium members individually	No conflict of Interest signed by authorised signatory as per the format provided in Section 8.1.18 of this RFP.

#	Eligibility Criteria	Applicability	Supporting documents required
PQ14	Non-disclosure agreement (NDA)	• Single bidder and • Bidder consortium - All consortium members individually	• NDA signed by authorised signatory as per the format provided in Section 8.1.20 of this RFP.

1.15.2 Technical Evaluation Criteria

Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial bid evaluation.

The bidders' technical bid 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 as required for technical evaluation.

Table 3 - Technical qualification criteria

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ1	Company profile (5 marks)				
TQ1.A	Industry Standard Certification CMMI certification for software services or development organizations	a) CMMI Level 5 = 5 marks b) CMMI Level 4 = 3 marks c) CMMI Level 3 = 1 mark	5	1) Single bidder and 2) Bidder consortium - Any consortium member	Copy of Certificate with sign and stamp
TQ2	Relevant Experience (25 marks)				
TQ2.A	Experience in development, implementation and maintenance of large-scale application or portal including workflow-based IT applications or	a) 3 projects (at least 1 should be successfully completed) = 5 marks, b) 2 projects (at least 1 should be	5	1) Single bidder and 2) Bidder consortium - Aggregate of all consortium	1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
	integrated system or AI, BI based analytical system or portal of comparable scope and magnitude during the last seven (7) years from the date of submission of bid. Value of project (completed or phase completed) to be at least of 4 crores (excluding the cost of procurement, deployment, and maintenance of infrastructure).	successfully completed) = 3 marks, c) 1 project (successfully completed) = 1 mark		members combined	or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.
TQ2.B	Experience in documents digitization of at least 4 lakh pages per project during the last seven (7)	a) Equal or greater than 8 lakh pages = 5 marks	5	1) Single bidder and	1) Copy of work order and 2) Completion certificate(s) from

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
	years from the date of submission of bid.	b) Between 6 lakh to 7.99 lakh pages = 3 marks c) Between 4 lakh to 5.99 lakh pages = 1 mark		2) Bidder consortium - Aggregate of all consortium members combined	the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ2.C	Experience in IT projects including Data Centre or Disaster Recovery Centre with facility management services of comparable scope and magnitude during the last seven (7) years from the date of submission of bid. Value of project (completed or phase completed) is to be at least of 9 crores.	a) 3 projects (at least 1 should be successfully completed) = 5 marks, b) 2 projects (at least 1 should be successfully completed) = 3 marks, c) 1 project (successfully completed) = 1 mark	5	1) Single bidder and 2) Bidder consortium - Aggregate of all consortium members combined	1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
					relevant particulars for evaluation.
TQ2.D	Experience in IT/ICT projects (completed or phase completed) including setting up Local Area Network (LAN) or Wide Area Network (WAN) or Surveillance network with more than 1000 network nodes per project during the last seven (7) years from the date of submission of bid.	a) 3 projects (at least 1 should be successfully completed) = 5 marks, b) 2 projects (at least 1 should be successfully completed) = 3 marks, c) 1 project (successfully completed) = 1 mark	5	1) Single bidder and 2) Bidder consortium - Aggregate of all consortium members combined	1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
					should clearly mention the scope, project value and other relevant particulars for evaluation.
TQ2.E	Experience in System Integration project in government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India – to include any category from the following categories during the last seven (7) years from the date of submission of bid. Value of project (completed or phase completed) to be at least of 10 crores. Categories: a) Software development and maintenance b) Digitalization of documents c) Infrastructure procurement,	a) 3 projects (at least 1 should be successfully completed) = 5 marks, b) 2 projects (at least 1 should be successfully completed) = 3 marks, c) 1 project (successfully completed) = 1 mark	5	1) Single bidder and 2) Bidder consortium - Aggregate of all consortium members combined	1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
	deployment & maintenance d) Operations management e) Helpdesk support f) Data Centre/DR hosting				certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.
TQ3	Proposed solution, approach & methodology and work plan assessment (15 marks)				
TQ3.A	Software Development - Proposed Solution Design, Development, Its Architecture & deployment (Including but not limited to the aspects of solution design, open-source technology, open-source database, its architecture, development, and its implementation etc.)	a) System requirements b) System/Solution architecture c) Adherence to Key Application Design Principles d) Functional Architecture e) Business Application Layout Requirements f) System Testing g) Data Security h) Integration & Implementation	4	1) Single bidder And 2) Bidder consortium	

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ3.B	Data digitalization – Proposed Solution Design, Development, Its Architecture & deployment (Including but not limited to the aspects of solution design, open-source technology, open-source database, its architecture, development, and its implementation etc.)	a) System requirements including scanning, indexing metadata, OCR, AI/ML based extraction, Digitalization Platform /Document Management System and others b) Solution architecture, c) Adherence to Key Application Design Principles, d) Functional Architecture e) Business Application Layout Requirements f) System Testing g) Data Security h) Integration & Implementation	4	1) Single bidder And 2) Bidder consortium	

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ3.C	IT Infrastructure Proposed Solution design, supply, installation, Architecture diagram & deployment and others	a) System requirements including DC, Cloud DR, Security, Monitoring, and others b) Network architecture, c) Internet connectivity, d) Security e) Business continuity f) Remote connectivity and monitoring	3	1) Single bidder And 2) Bidder consortium	
TQ3.D	Networking (LAN & FTTP) Proposed Solution design, supply, installation, Architecture diagram & deployment and others	a) System requirements including Optical Fiber network, Security, Monitoring, and others b) Network architecture c) Network Bandwidth,	2	1) Single bidder And 2) Bidder consortium	

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		d) Connectivity Mumbai, and Nagpur offices e) Accessing three services that is Data, Voice, Television over FTTP network f) Business continuity			
TQ3.E	Operations & Maintenance (O&M) (Including but not limited to the aspects of Operations & Maintenance Plan with call centre setup & support and Exit management plan, training & capacity building approach & plan, change management plan, handholding support for users, digitization of records and drafting specifications for IT infrastructure for hosting proposed application)	a) Understanding of Service level requirements b) Plan to meeting service levels requirements c) Utilization of Web based tool for SLA monitoring, d) Help Desk/Call Centre Setup & operation e) Handholding support for MLS Staff f) Enterprise Monitoring System (EMS) tool for	1	1) Single bidder And 2) Bidder consortium	

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		monitoring overall project g) Exit management Plan & support at the end of O&M period			
TQ3.F	Project Management, work plan and other related activities	a) Project plan b) Project documentation c) Resource deployment plan d) Project governance team and escalation matrix e) Exit management plan	1	1) Single bidder And 2) Bidder consortium	
TQ4	Presentation (15 marks)				
TQ4.A	Presentation to be made by bidder to MLS	a) Overall understanding of project - Scope, objectives, outcome b) Detailed solution coverage and portal features	15	1) Single bidder and 2) Bidder consortium	

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		c) Enhancement of existing IT infrastructure including Data Centre (DC) and Local Area Network (LAN) d) Facilities upgradation - Library department, Project Management Centre e) Facilities upgradation - Library experience centre f) Capacity building plan g) Quality of proposed resources and deployment plan h) Overall work plan of the project i) Helpdesk setup with multilingual support			

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		j) Service level agreements (SLAs) compliance monitoring			
TQ5	Demo or Proof of concept (15 marks)				
TQ5.A	Demo or Proof of concept of similar solution having search engine by bidder to MLS Refer Annexure 3 of this RFP document for the reference documents which are to be used for making the proof of concept.	a) Digitalization platform including scanning, indexing, storing, uploading of scanned documents b) Metadata creation approach for Debates documents c) Portal with Content management system d) AI/ML based multilingual search engine e) Data extraction using data crawling tool	15		

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		f) Online video streaming g) Generation of interactive e-book h) Various dashboards using BI/Data analytics tool			
TQ6	Manpower Resource Profiles (25 Marks) (Key resources* to be deployed fulltime at MLS's office during tenure of project) as per the minimum qualification criteria mentioned in section 2.11.1 of this RFP.				
TQ6.A	Program Manager	Number of projects as Program Manager with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 3 marks,	3	1) Single bidder and 2) Bidder consortium – One of consortium member	CV (sample format is provided in section 8.2.9.2 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		b) 2 to 3 projects (at least 1 should be successfully completed) = 2 marks, c) 1 project (successfully completed) = 1 mark			
TQ6.B	Project Manager – Software	Number of projects as Project Manager with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 3 marks, b) 2 to 3 projects (at least 1 should be successfully completed) = 2 marks, c) 1 project (successfully	3	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.3 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		completed) = 1 mark			
TQ6.C	Project Manager - Infrastructure & Networks	Number of projects as Project Manager with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 3 marks, b) 2 to 3 projects (at least 1 should be successfully completed) = 2 marks, c) 1 project (successfully completed) = 1 mark	3	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.4 of this RFP)
TQ6.D	Project manager - Digitalization	Number of projects as Project Manager with similar scope a) 3 or more projects (at least 1 should be	2	1) Single bidder And 2) Bidder consortium - One of	CV (sample format is provided in section 8.2.9.5 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark		consortium member	
TQ6.E	Domain expert - Legislature	Number of projects in Legislature domain a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.6 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ6.F	Solution architect	Number of projects as Solution architect with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.7 of this RFP)
TQ6.G	Database expert	Number of projects as Database expert with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.8 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
TQ6.H	Operations manager	Number of projects as Operation manager with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.9 of this RFP)
TQ6.I	Business analyst	Number of projects as Business analyst with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.10 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		completed) = 1 mark			
TQ6.J	Artificial intelligence (AI) / Machine Learning (ML) expert	Number of projects as AI/ML expert with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks, b) 1 project (successfully completed) = 1 mark	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.11 of this RFP)
TQ6.K	Security architect	Number of projects as Security architect with similar scope a) 3 or more projects (at least 1 should be successfully completed) = 2 marks,	2	1) Single bidder And 2) Bidder consortium - One of consortium member	CV (sample format is provided in section 8.2.9.12 of this RFP)

#	Particulars	Scoring Criteria	Max. Marks	Applicability	Supporting Documents Required
		b) 1 project (successfully completed) = 1 mark			
Total			100		

1.15.2.1 Minimum qualification required for Key Positions identified

The section 2.11.1 specifies the minimum qualification required for key positions identified for the implementation of this project.

1.15.2.2 Technical Bid Evaluation

- a) **Proposal Presentations:** The Bid Evaluation Committee (BEC) will invite each pre-qualified bidder to make a presentation of proposed solution to MLS.
- b) At any time during the bid evaluation process, the committee may seek oral / written clarifications from the bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- c) The BEC reserves the right to do a reference check of the experience stated by the bidder. Any feedback received during the reference check shall be considered during the technical evaluation process.
- d) The BEC shall assign a **Technical Score (Tn)** of each bidder based on the Technical Evaluation Criteria.
- e) Only those bidders who have secured **Technical Score of 70 or above out of 100** shall be declared as technically qualified and would be eligible for evaluation of their 'Financial bid'. Bidders who have secured less than 70 for technical score shall not be considered for financial bid evaluation.
- f) All technically qualified bidders are then ranked as T1, T2 and so on. The bidder with highest score in technical evaluation would be assigned as T1 technical rank. The bidder with the second highest technical score will be the T2 bidder and subsequently T3, T4 & so on technical rank would be assigned to all the technically qualified bidders.
- g) The BEC shall indicate to all the bidders the results of the technical evaluation through a written communication.
- h) The technically qualified bidders will be informed of the date and venue of the opening of the financial bid.

1.15.3 Financial bid evaluation

- a) The financial bid of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) If a bidder quotes NIL charges / consideration, the bid shall be treated as non-responsive and will not be considered.
- c) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will include all taxes and levies. The bid price shall be in INR.
- e) Any conditional bid would be rejected.
- f) **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. If there is a discrepancy between words and figures, the amount in

words will prevail". For any other calculation/ summation error etc., the bid may be rejected.

- g) All financial bids of technically qualified bidders will be opened and then ranked as L1, L2 and so on. The lowest financial bid would be assigned as L1 rank. The bidder with the second lowest financial bid will be the L2 bidder and subsequently L3, L4 & so on.
- h) Standard deviation: The average financial bid price will be calculated as per the formula below.

Average Financial Bid Price (L Avg) = Sum of all financial bid prices of technically qualified bidders / Number of technically qualified bidders

$$L \text{ avg} = (L1+L2+L3...+Ln)/n$$

Where, n is the total no. of technically qualified bidders.

The upper deviation limit of the financial bid price for qualification is calculated as
 $L \text{ ud} = L \text{ AVG} + 20\% (L \text{ AVG})$

The lower deviation limit of the financial bid price for qualification is calculated as $L \text{ ld} = L \text{ AVG} - 20\% (L \text{ AVG})$

The financial bid prices which are higher than the upper deviation limit of the financial bid price (L ud) and lower than the lower deviation limit of the financial bid price (L ld) shall be rejected.

Table 4 - Financial bid evaluation - Sample

Bidder	Technical score (out of 100) (Tn)	Technical Rank	Financial Bid Price (INR)	Financial Rank	Financial Qualification
Bidder_1	91	T2	21,00,000	L7	NQ
Bidder_2	95.5	T1	13,50,000	L3	Q
Bidder_3	68	NQ	NQ	NQ	NQ
Bidder_4	84.4	T4	18,00,000	L6	Q
Bidder_5	89	T3	12,50,000	L2	Q
Bidder_6	75	T7	9,00,000	L1	NQ
Bidder_7	80	T6	16,00,000	L5	Q

Bidder	Technical score (out of 100) (Tn)	Technical Rank	Financial Bid Price (INR)	Financial Rank	Financial Qualification
Bidder_8	82	T5	14,50,000	L4	Q

NQ- Not Qualified

Q- Qualified

Where:

- Bidder_3 is not qualified in technical evaluation as its Technical Score is less than 70.
- Calculated Average Financial Bid Price (L Avg) = 14,92,857.14,
- Upper deviation limit of the financial bid price (L UD) = 17,91,428.57
- Lower deviation limit of the financial bid price (L LD) = 11,94,285.71
- Bidder_6 is not qualified as its financial bid price is less than the lower deviation limit of the financial bid price.
- Bidder_1 is not qualified as its financial bid price is more than the upper deviation of the financial bid price.
- The bidder with lowest qualifying financial bid (LQ1) will be awarded 100% score. Financial Scores for other than LQ1 bidders will be evaluated using the following formula:

Financial Score of a bidder (Fn) =
 $\{(\text{Financial Bid of LQ1} / \text{Financial Bid Price of the bidder}) \times 100\} \%$
 (Adjusted to two decimal places)

1.15.4 Combined and Final Evaluation

- The evaluation of bids shall be on Quality Cum Cost Based Selection (QCBS).
- The technical and financial scores secured by each bidder will be added using weightage of <70%> and <30%> respectively to compute a Composite Bid Score.
- The overall composite bid score shall be calculated as:

$$<B_n = 0.70 * T_n + 0.30 * F_n >$$

Where,

B_n = Overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Financial score of the bidder

- The bidder with highest Composite Bid Score (B_n) would be assigned as 'H1' bidder in overall rank. The bidder with the second highest Composite Bid Score will be the

H2 bidder and subsequently H3, H4 & so, on overall rank would be assigned to all the bidders.

- e) An illustration table for sample evaluation is mentioned as under to provide a better understanding for the prospective bidder(s):

Table 5 - Illustration Table: Snapshot of a sample evaluation

Bidder	Technical score (out of 100) (Tn)	Technical Rank	Financial Bid Price (INR)	Financial Rank	Financial Qualification	Financial Score (Fn)	Composite Bid Score (Bn)	Overall Rank
Bidder_1	91	T2	21,00,000	L7	NQ	NQ	NQ	NQ
Bidder_2	95.5	T1	13,50,000	L3	Q	92.59	94.63	H1
Bidder_3	68	NQ	NQ	NQ	NQ	NQ	NQ	NQ
Bidder_4	84.4	T4	18,00,000	L6	NQ	NQ	NQ	NQ
Bidder_5	89	T3	12,50,000	L2	Q (LQ1)	100.00	92.30	H2
Bidder_6	75	T7	9,00,000	L1	NQ	NQ	NQ	NQ
Bidder_7	80	T6	16,00,000	L5	Q	78.13	79.44	H4
Bidder_8	82	T5	14,50,000	L4	Q	86.21	83.26	H3

NQ- Not Qualified, Q- Qualified

1. The bidder **securing highest composite bid score (Bn)** will be declared as the most successful bidder for award of the Project at the discretion of MLS.
2. This most responsive bidder will be termed as "successful service provider" for this project.

1.16 APPOINTMENT OF MANAGED SERVICE PROVIDER (MSP)

1.16.1 Award criteria

MLS will award the contract to the successful bidder whose bid has determined as the most responsive bids as per the bid evaluation process outlined above.

1.16.2 Right to accept Any bid and to reject any or all bid(s)

MLS reserves the right to accept or reject any bid, and to annul the bid evaluation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MLS action.

1.16.3 Notification of Award

Prior to the expiration of the validity period, MLS will notify the successful bidder in writing through letter of Intent (LOI), that their bid has been accepted. In case the bid evaluation process has not been completed within the stipulated period, MLS, may request the bidders to extend the validity period of their bid.

The decision to extend the validity period of a bidder's bid shall be the bidder's sole prerogative.

1.16.4 MLS Contract finalization and award

MLS shall reserve the right to negotiate with the bidder(s) as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft Master Service Agreement would be finalized for award & signing.

1.16.5 Performance Guarantee / Performance Bank Guarantee (PBG)

- a) On receipt of a letter of intent (LOI) from MLS, the successful bidder will furnish a performance guarantee, in favor of "Principal Secretary, Maharashtra Legislature Secretariat," payable at Mumbai, by way of Performance Security/Guarantee as mentioned in the BDS, on or before the signing of the subsequent contract, within the period mentioned in BDS section of this RFP, from notification of award, unless specified to the contrary (Performance Guarantee).
- b) In case the successful bidder fails to submit Performance Guarantee within the time stipulated, MLS may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the bidder, in addition to any other right available to it under this RFP.
- c) The Performance Guarantee furnished by the successful bidder shall be in the manner prescribed at "Section 8.4.3 Performance bank guarantee".
- d) The successful bidder shall ensure, the Performance Guarantee is always valid during the term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms, defect liability period or payment of final bill whichever is later.

- e) The MLS may invoke the Performance Guarantee in the event of a material breach by the successful bidder leading to termination for material breach.
- f) All charges whatsoever such as premium, commission, etc., with respect to the preparation of demand draft of Performance Security/Guarantee deposit shall be borne by the successful bidder.
- g) No interest shall be payable on the amount of Performance Security/Guarantee deposit.
- h) MLS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee deposit amount, 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.
- i) The EMD deposited at the time of bid submission would be returned to the successful bidder on submission of Performance Guarantee.

1.16.6 Signing of Contract

After receipt of valid Performance Guarantee from the successful bidder, the parties shall execute an MSA, incorporating all clauses, pre-bid clarifications and the bid of the bidder including RFP and published corrigenda, between MLS and the successful bidder.

1.16.7 Failure to agree with Terms and Conditions of this RFP

Failure of the successful bidder to agree with the Draft MSA and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MLS may award the contract to the next best value bidder (i.e., the next bidder secured with highest composite bid score) or call for new bids from the interested bidders.

In such a case, the MLS shall invoke the PBG of the successful bidder.

1.16.8 Agreement Extension

MLS reserves the right to extend the term of MSA for a period up to two years with a maximum of one such extension on the same terms and conditions, subject to the satisfactory performance of the selected bidder.

At the end of this MSA the "bidder" may submit a proposal expressing his interest in continuing this "MSA" for a further period of two years. MLS may consider this proposal after satisfying itself about the technological, financial soundness of the proposal and performance of bidder during operation & maintenance phase. Based on the satisfaction of MLS, it shall enter negotiations with the "bidder" for renewal of this Master Service Agreement (MSA). 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 two years.

MLS reserves the right to accept or reject the proposal for extension from bidder after end of this MSA.

Section 2: Scope of work

2 SECTION 2: SCOPE OF WORK

2.1 ORGANIZATIONAL OVERVIEW

2.1.1 Maharashtra Legislature

The Government of India Act, 1935 provided for the election of representatives of the people in the Legislature. According to this Act, the Bombay Legislature came into existence as 'Bombay Legislative Council and Bombay Legislative Assembly' in July 1937. After independence, in accordance with the provisions of the Constitution, the 'Maharashtra Legislature' came into existence on May 1, 1960, after the establishment of the 'State of Maharashtra' under the State Reorganization Act.

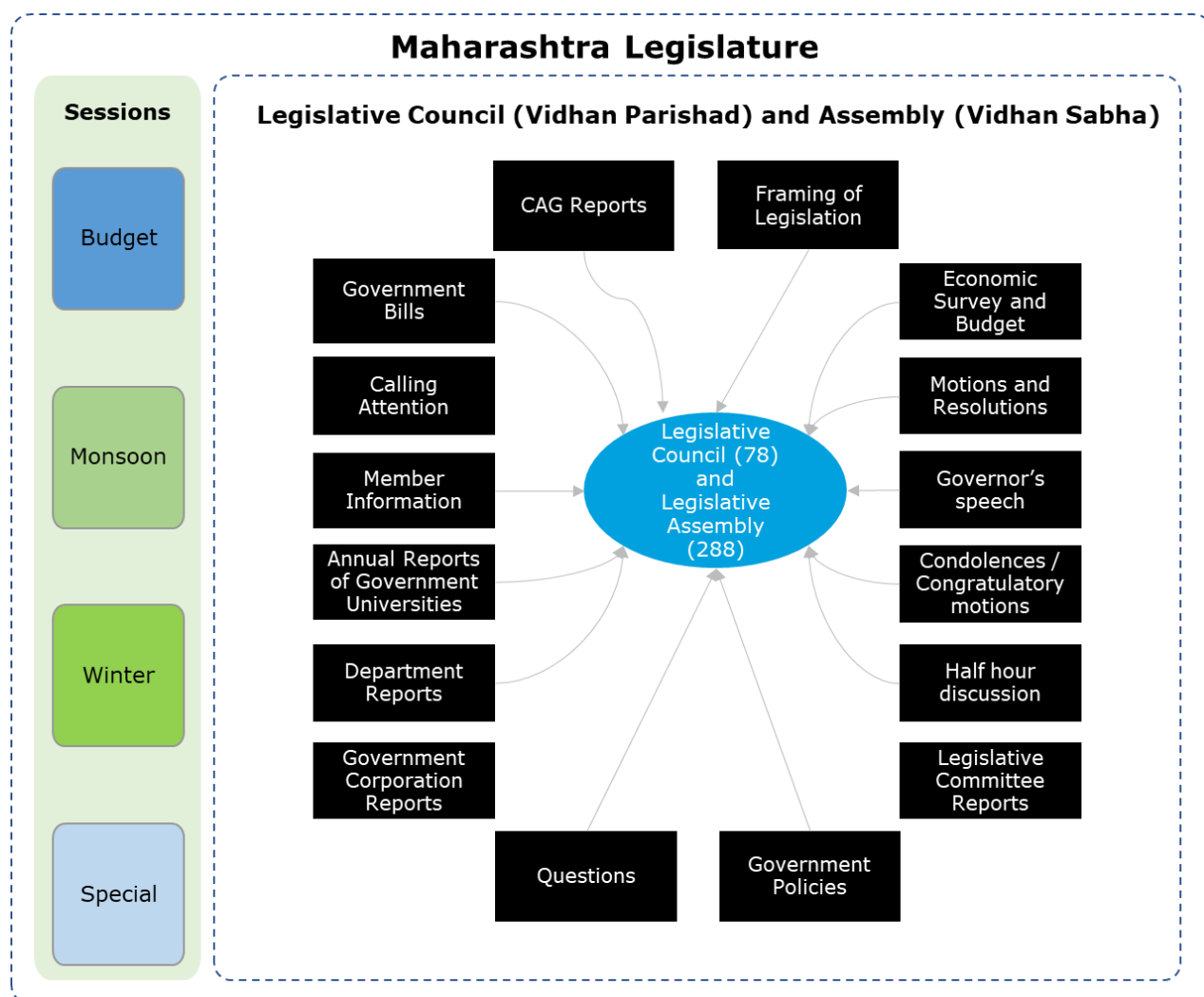


Figure 1- Maharashtra Legislature overview & key devices of Legislative Council & Assembly

The above figure depicts the overview of the State Legislature, which consists of the Governor and the two Houses, namely the Maharashtra Legislative Council and the Maharashtra Legislative Assembly and is collectively referred to as the 'Legislature'.

Maharashtra Legislative Council:

The Legislative Council (Vidhan Parishad) is referred to as the Upper House, consists of 78 members elected by teachers, graduates, Local Self-Government, the Legislative Assembly Members, and members nominated by Governor. The key function of Legislative Council is advisory in nature for review and approval of various bills referred by Legislative Assembly.

Maharashtra Legislative Assembly:

The Legislative Assembly (Vidhan Sabha) is referred to as Lower House, represents the people of State through 288 members who are directly elected by the people based on elections held generally every five years. The members of Legislative Assembly elect their Presiding Officer known as the Speaker. The Speaker presides over the meetings of the House and conducts its proceedings.

The key functions of Legislative Council and Legislative Assembly are as follows:

- a) To enact legislations
- b) To control the Executive (Government of Maharashtra) through questions, motions, resolutions, committees, and other parliamentary devices
- c) To control the finances through general discussions on budget, device of token cut on demands and discussions on finance bills and appropriation bills.
- d) Discuss various bills, policies, committee reports and recommend it to Legislative Council
- e) Conduct the various type of motions such calling attention, no-confidence motions, condolences / congratulatory motions

Generally, there are three sessions of the Legislature every year. The first two namely the budget session and the monsoon session are held in Mumbai, while the winter session is held in Nagpur.

2.1.2 Maharashtra Legislature Secretariat

As per the provisions of Article 187 of the Constitution of India, there is an independent body called 'Legislature Secretariat' to look after the administrative functioning of the Legislature. The Secretariat is governed by and functions under the control of the Legislature which includes the Governor and the Presiding Officers of both the Houses.

The Legislature Secretariat, headed by Principal Secretary, consists of 36 branches (departments) with a sanctioned strength of 843 officers and staff.

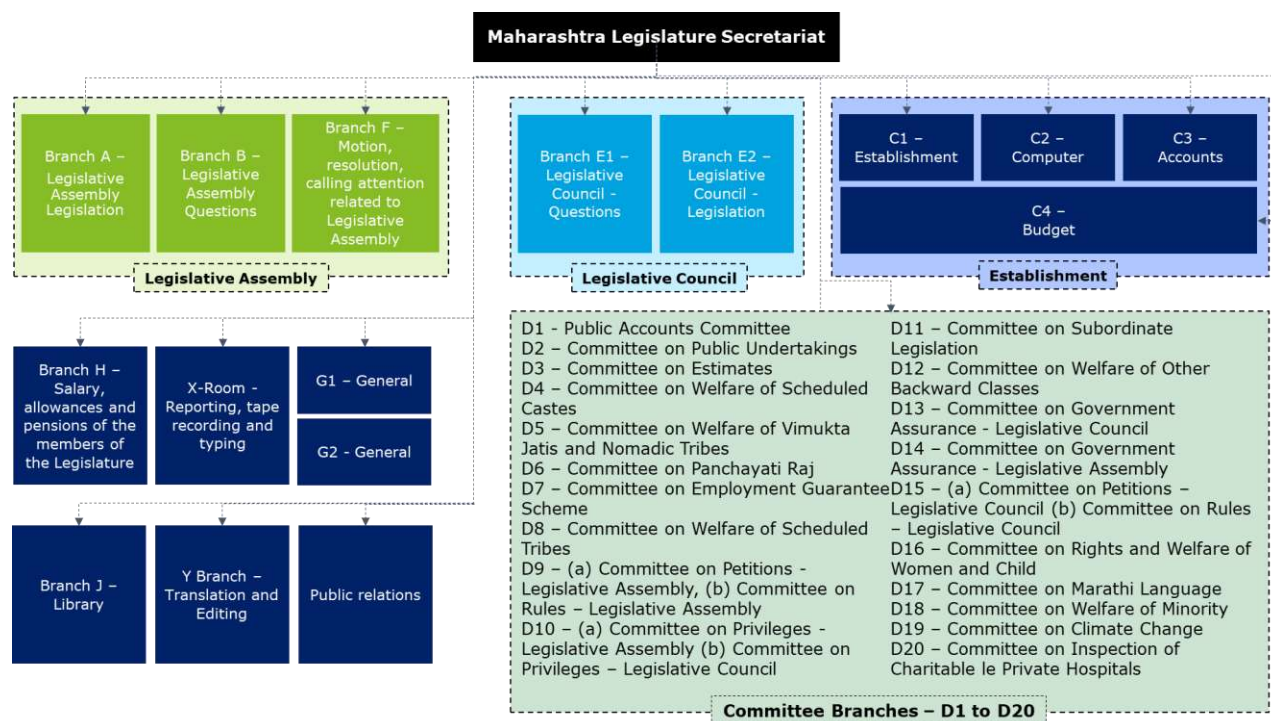


Figure 2 - Key departments of Maharashtra Legislature Secretariat

The above figure depicts the key branches of MLS which are associated with Legislative Council (Vidhan Parishad) and Legislative Assembly (Vidhan Sabha). There are a separate department for each various 20 committees (branch D1 to D20), and other branches.

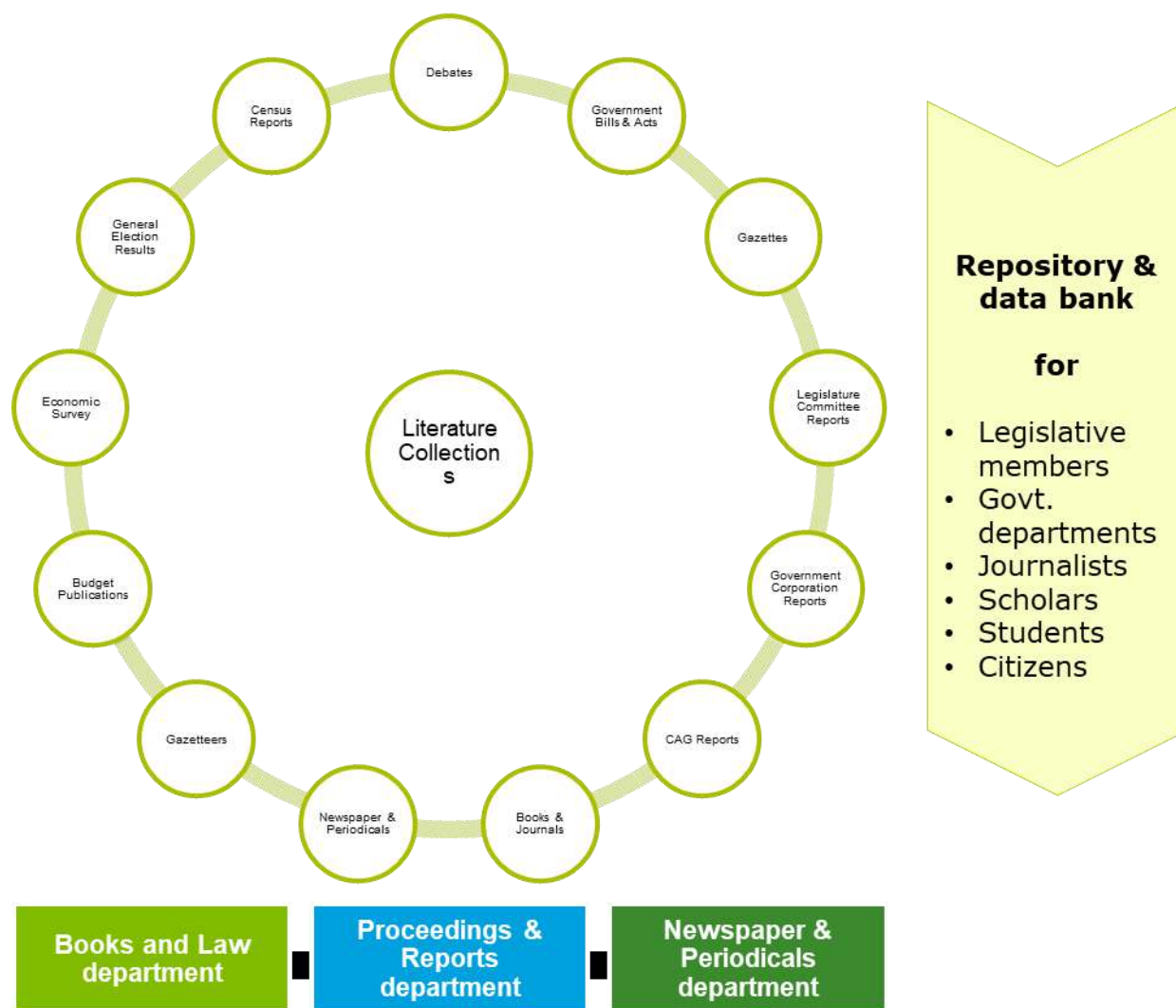
The branch A, B and F are associated with Legislative Assembly (Vidhan Sabha), whereas the branch E1 and E2 are associated with Vidhan Parishad (Legislative Council). Similarly, the branch C1, C2, C3 and C4 are associated with Establishment functions of MLS.

The key functions of these branches are detailed in annexure 9.

2.1.3 Maharashtra Legislature Library

The Library of the Maharashtra Legislature Library (MLL) was set up to cater to the various information needs of the Members of the Legis

Maharashtra Legislative Library



lature.

Figure 3 - Literature collection of Maharashtra Legislature Library

The main purpose behind the management of library and library services is to assist the Members of the Legislature to carry out their parliamentary duties and responsibilities effectively and satisfactorily, by providing them with the required books and reference materials for study, proceedings of the House, reports, clippings of important news and articles on various topics in newspapers as well as articles in periodicals.

The library manages and publishes the brief biodata of Members and assists the Houses in moving the condolatory and congratulatory motions.

MLL also makes available special references to scholars, researchers, newspaper correspondents in that are not available in other libraries and may be available only in the Legislature library.

The library has various reference materials, books, and non-bibliographic information mainly in three departments/ sections as shown in the figure 3.

2.1.3.1 Books and Law Department

Books section: Useful books for reference on various social, political, and economic topics are available with this department. The coverage includes books on history, religion, media, women empowerment, caste system, culture, urbanization, rural life, political thought, local self-government, democracy, human rights, political parties, elections, socialism, international relations, parliamentary affairs, labor, banks, co-operation, environment, education, biographies-auto biographies, Languages, gazetteers, geography, Literature, agriculture, administration and other relevant topics for political management and administration.

Law section: This section includes the information pertaining to law that includes.

- a) Books on central government and Maharashtra State laws, government publications, private publications, only law (bare act) and commentary on laws, compiled with court judgment / archived publications.
- b) Maharashtra code Volume 1 to Volume 10 – English copies of Maharashtra Acts.
- c) Summary of Central and Maharashtra government acts,
- d) 45 volumes containing all Central Government Acts
- e) Collection of rules made by central and Maharashtra state acts.
- f) Periodicals on law and court decisions of the Supreme Court and the High Court
- g) A collection of about 14 Law Journals with back volumes of Judgements given since 1950
- h) Collection of Ordinances, Bills, and Acts of Central and government of Maharashtra (published in gazette)
- i) Collection of proceedings of the Constituent Assembly
- j) A collection of books written on the constitution of India and with detailed commentary
- k) Collection of books on civil services
- l) Collection of books on election laws
- m) Collection of books on constitutions in other countries.

The key functions of the law department are as follows:

- a) Garner data related to the work of the Legislature as appeared in newspapers, periodicals, and other public information sources
- b) To keep abreast about important court decisions to Legislative Members as required
- c) To find out the amendments made, and discussions done in both the Houses on them including any discussions on the previous amendment bills
- d) To study matters given in 'statement of objects and reasons' of the amendment bill and collect relevant information.

- e) Detailed commentary on various Articles of the Constitution and related court decisions.
- f) Information on bills to be introduced in parliament, introduced, and passed by both Houses of Parliament
- g) Various matters related to Parliamentary Practice and Procedures i.e., privileges, sessions, Parliament and powers of the court, powers and duties of the Presiding Officers, autonomy of the Legislature, budget, election of members, disqualification of members, office of profit, procedure for passing legislation, confidence/no-confidence motion, president rule, government and Governor's rights and duties. To seek information on the provisions of the law and court decisions on the subject.
- h) Representation of the people act, right to information act, local self-government institutions and co-operative societies administrative and election prohibition act, commission of inquiry act, civil code, criminal code, penal code, development rules, service acts, land and revenue acts, tribal acts, finding information related to labor laws and education laws on demand.
- i) To find out the discussion in the Constituent Assembly on various Articles and provisions of the Constitution.

2.1.3.2 Proceedings and Reports Department

Proceedings and Reports department is responsible for storing, retrieval and making available of all proceedings of both Houses from 1937 to date.

This department also maintains the following records

- a) Maharashtra Legislative Council and Legislative Assembly debates since 1937
- b) Government of India and Government of Maharashtra gazettes since 1937
- c) Rajya Sabha & Lok Sabha debates since 1958
- d) Various enquiry reports which have been tabled on the floor of the House
- e) The speeches of the governor, the discussion in the House on it
- f) The state's Legislature report on outgoing financial status, annual budget every year along with the speeches made by finance minister

2.1.3.3 Newspapers and Periodicals Department

The Newspaper and Periodicals department in the library stores newspaper coverage related to socio, political & economic topics among others & also related to debates through clippings. A total of 146 newspapers, periodicals and CDs of court decisions are taken annually by subscription. The newspaper articles on various topics are referred and used by members to participate in Parliamentary work.

Sources of information for this section are:

1. MLS website: <https://mls.org.in>
2. Documents on MLS received from the MLS branches/departments

2.2 ABOUT THE PROJECT

2.2.1 Project Objectives

At present, the Members of the Legislative Council and Assembly request the Maharashtra Legislature Library to provide them with the information on Debates.

While searching and sharing this information, the MLL team has the following key operational challenges/issues.

- a) Manually search the information from the hard copies of the Debates and their brief Reports
- b) Manually search and collect the newspaper clippings
- c) Search from partially indexed data in physical paper format

The process of searching and sharing the information is manpower intensive, tedious, time consuming and sometimes takes days to retrieve information. Moreover, there are instances when the information sought is spread across many years, where the library team calls the information requestor to visit the Library and handover the respective books to them for searching the information.

To overcome the above-mentioned challenges/issues, MLS has envisaged this project with the objective to:

- a) Scan, digitize and index around 1.6 crores pages including documents at library and various branch (departments) of MLS
- b) Scan, digitize and index audio and video (around 3800 hours) of Debates from year 2013 onwards
- c) Develop MLS Information Portal having artificial intelligence-based search engine to facilitate searching the required information and provide other features on the portal, digitalization platform, upgrade existing IT infrastructure, library department and other facilities.
- d) Enhance existing IT infrastructure including LAN & Server Room at MLS
- e) Upgradation of library and library facilities

The enhanced MLS Information Portal solution shall facilitate MLS to:

- a) Search the desired information in real-time using the desired keywords
- b) Search the referred and related information such as member profile, Government Resolutions, bills, speech, Acts, Laws, budget, Legislature Committee report, newspaper article, audio/video speech of Debates and court decisions
- c) Faster turnaround time in sharing the information to the information requestor
- d) Publishing the debates (House Proceedings) through e-books (epub format) as soon as it gets finalized
- e) Automated search and indexing of newspaper and other articles available related to Debates by web crawling

f) Data analytics on digitalized data, information searching pattern and other MIS

2.2.2 Project Overview

The following diagram depicts the overall high-level project overview:

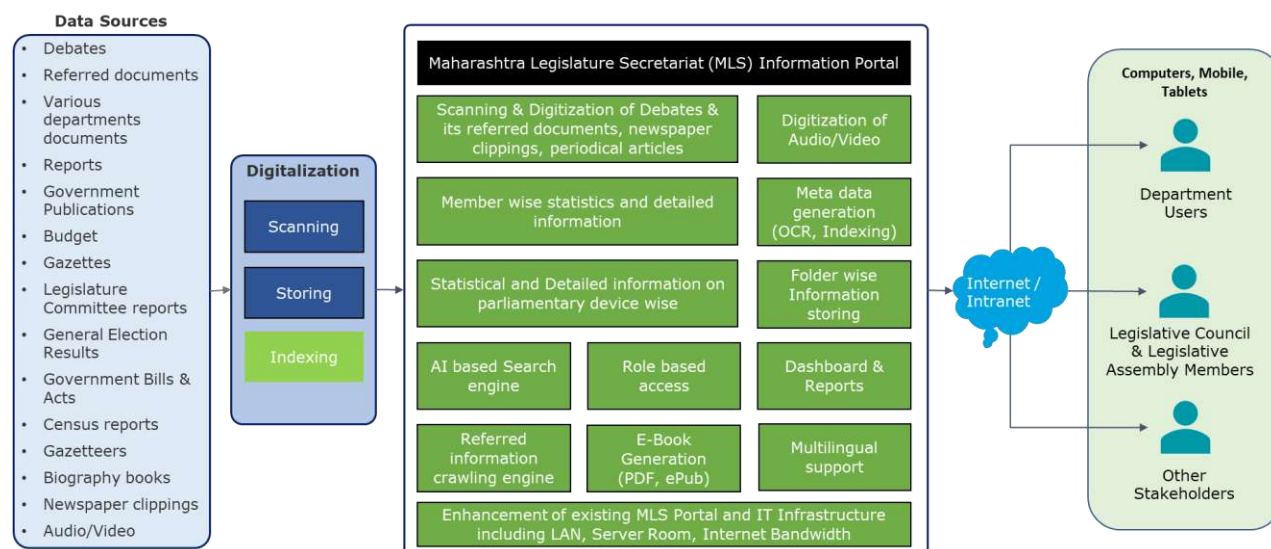


Figure 4 - Overall high-level project overview

Data sources: The key documents are listed in the table mentioned below.

#	Key documents
1)	Mumbai State / Maharashtra Legislative Council Proceedings (1937 to 2013)
2)	Mumbai State / Maharashtra Assembly Proceedings (1937 to 2013)
3)	Maharashtra Legislative Council Brief Report (1937 onwards)
4)	Maharashtra Legislative Assembly Brief Report (1937 onwards)
5)	Government of Maharashtra Gazette: Part 1- Divisional Supplement, Part-2, Part-4, Part-5, Part-6, Part-7, Part-8 (1950 onwards)
6)	Government Gazette of India (1950 onwards)
7)	Budget publications (1960 onwards)
8)	Performance budget (1960 onwards)
9)	Reports of various committees of the Legislature (1960 onwards)
10)	Reports of Government-appointed Inquiry Committees
11)	Brief Biography of Maharashtra Legislative Council and Legislative Assembly Members (1937 onwards)
12)	General election results a) Lok Sabha - 1952 onwards b) Mumbai State / Maharashtra Assembly- 1952 onwards
13)	Various files in the library and documents
14)	Publications of Government of Maharashtra

#	Key documents
	i. Publications published by various departments of the Government which are available in the public domain ii. Government policies on various topics iii. Government Resolutions iv. Government's Legal publications
15)	i. Publications of Central Government Publications published by various departments which are available in public domain ii. Central Government's Legal Publications
16)	Central Government policies on various topics
17)	Publications of Rajya Sabha and Lok Sabha Secretariat
18)	Publications of Maharashtra Rajya Sahitya ani Sanshruti Mandal
19)	Reports and publications of national and international organizations available in public domain
20)	Census publications

Digitalization: The above documents are to be scanned, digitized, and indexed and are to be made searchable through AI/ML based multilingual search engine under MLS Information Portal.

Maharashtra Legislature Secretariat (MLS) Information Portal: The MLS Information Portal is envisaged with the following key features:

- a) AI based search engine to search and view the digitized content
- b) Member wise statistical and detailed information
- c) Advance search with various keywords indexed from the digitized content
- d) Statistical and detailed information on parliamentary devices
- e) Provide details on session calendar, working order of the day, swearing in of new members, motions, resolutions and other details
- f) Generation of dashboards and various reports
- g) Information/web crawling/scraping engine to extract the information/data from the various sources such as news websites, government websites
- h) Generation of e-Books for Debates, discussion, bills, and reports
- i) Multilingual support to view the portal in desire language i.e. Marathi, Hindi, English
- j) Enhancement of existing IT Infrastructure including LAN & Server Room
- k) Upgradation of library & setting up of library experience center
- l) Role based access to allow only authorized users to access the respective content

Key Users: The following user are envisaged to use the MLS portal to access documents that are generated during the sessions and other documents that are related to laws, acts, rules, and procedures that would be digitalized

a) Legislature Members	e) Other State Government users
b) Ministers	f) Citizens
c) Maharashtra Legislature Secretariat	g) News Channels & Reporters
d) Maharashtra Government departments	h) Scholars/Research Students

2.3 OVERVIEW OF SCOPE OF WORK

The scope of work for the MSP is to implement the MLS information portal and Digitalization system. The scope includes software/solution development and implementation, Information Technology (IT) infrastructure procurement, deployment, implementation, and maintenance of the MLS information portal and Digitalization system.

MSP needs to do the appropriate solution design and sizing for the project as per the scope of work and other terms and conditions of the RFP. In case MSP has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the MSP at no additional cost to MLS.

Summary of the key components of the scope of work are as mentioned below:

- a) Track 1: Application design, development, and implementation
- b) Track 2: Data digitalization
- c) Track 3: IT Infrastructure procurement, supply, installation, and bandwidth for the project
- d) Track 4: Upgradation of Library and other facilities
- e) Track 5: Helpdesk Setup and Operations
- f) Track 6: Training and Capacity Building
- g) Track 7: Operations and Maintenance

The detailed scope of the project for each track is detailed below:

2.4 TRACK 1: APPLICATION DESIGN, DEVELOPMENT, AND IMPLEMENTATION

2.4.1 Scope of Application Development

The scope of work will comprise development of MLS information portal components including artificial intelligence and machine learning based search engine, content management system, integration with digitalization platform, data crawling, online video vault, business intelligence and analytics platform and others as detailed below.

The application may be developed at MSP's premises. However, the identified key personnel need to be based at MLS's office/other designated locations during entire project duration.

Before the actual development work starts, the MSP must design the integrated solution architecture.

2.4.1.1 Functional requirements

This section provides the functional requirements of the MLS Information Portal solution. All the functional description provided in this section are minimum and have been provided for immediate reference only.

The intended coverage of the functional specifications includes the following modules:

- a) MLS Information Portal
- b) Content management system
- c) Scanned Document management system (SDMS) / Digitalization Platform
- d) Legislative Member Profile
- e) Metadata indexing engine
- f) Data linking of Debates
- g) AI/ML based multilingual search engine
- h) Information request management
- i) House Session Calendar
- j) Digital Video Vault - Viewing House Session's video
- k) Virtual tour of MLS Library
- l) BI/Data Analytics - Dashboard and reporting
- m) Administration - User Management, Workflow management, Audit-Trail, role-based access
- n) E-Book Generation
- o) Crawling engine

High level functionalities in the proposed modules are listed in this section.

2.4.1.1.1 MLS Information Portal

MLS Information Portal should have at least the following features.

- a) About Maharashtra Legislature Secretariat including its roles, goal, vision and others
- b) About Maharashtra Legislature Library including Functions and Rules
- c) Biographical information of Legislative Council and Assembly Members
- d) Legislative session calendar for all sessions conducted from year 1937
- e) Interactive e-book for all sessions conducted from year 1937
- f) News clippings of Legislative Members covered in print and digital media
- g) Virtual tour to MLS, MLS Library and Experience Centre

- h) Search and download of Debates (e-Book), questions & answers, Legislative Member speeches, committee reports, Government publications, Bills & Acts, gazettes, newspaper clippings, and others if any
- i) Important links - to websites pertaining to Government of Maharashtra (all Government departments, Bombay High Court), other State Government Legislature Library websites, Newspaper & News channel websites, Supreme Court of India, Parliament Digital Library, and others related websites if any)
- j) Link to social media page of MLS on various social media portals such as Facebook, Twitter, YouTube, and others if any
- k) Deploying and configuring an appropriate role-based user access management system and configure authentication-based access for various users of the system, an additional tool for privilege access management, password management session management & log management.
- l) A feedback management system to collect feedback from visitors
- m) A full text search to search the content across the portal
- n) Helpdesk details to provide support on Portal to internal and external stakeholders
- o) Multilingual support to view the portal in Marathi, Hindi, and English languages
- p) Help manual (Text and Video based) on various key functionalities of Portal
- q) Interface for MLS staff to manage Portal Master data and Portal Users
- r) Various dashboards/reports for internal and external stakeholders
- s) Audit trail for tracking and monitoring registered user activities
- t) Other features (minimum) such as website policies (As per Guidelines for Indian Government Websites - GIGW), FAQ, photo gallery, news, user manuals (textual & video to navigate through the portal) sitemap, contact us
- u) Counter for number of visitors visited the Portal
- v) Single Sign-on including for other proposed interventions
- w) Availability of pictures and animation on home page and on some internal pages as required
- x) Should support latest versions (2021/2022) of all popular web browsers like Internet Explorer (IE), Mozilla, Google Chrome, Opera, Safari for this and other proposed interventions for this project
- y) There should be an option for member login and guest login. In member login the information that the user searches and finds should be stored in different ways and if desired, should also be shared with others. The user may also mention the topics required for reference so that if any new information on the subject is included in the system, the concerned person will be notified.

- z) If any user or visitor has any useful information other than the information available in the portal, then there should be a provision for them to send a soft copy of such information to the administrator, to be included in the portal.

2.4.1.1.2 Content Management System

The Content Management System should be a part of MLS Information Portal and this module should have at least the following features.

- a) Portal content publishing tool to easily create and edit content dynamically (including Multi-language Content) using WYSIWYG editor and publish different types of content, content organization structures, like hierarchy and taxonomy, versioning, and workflow management
- b) Flexible page layout building
- c) Workflows (maker-checker or horizontal & vertical workflow), reporting, and content organization. For any content added, updated and deleted, a notification should be sent to concerned MLS officer
- d) User and role-based administration and access control including MLS staff users and group functionality, delegation between user groups and other as required
- e) Multichannel scalability for accessing CMS over the computers (desktop), tablets, mobile phones,
- f) Built-in content search engine and SEO (Search Engine Optimization) tool to optimize content for search and improve chances of ranking
- g) Personalization for Portal Users
- h) Social media integration to schedule and publish posts on social media platform
- i) Content detailed Analytics
- j) Versioning for Quick Rollback
- k) Integrated file managers, audit logs
- l) Intuitive Dashboard to manage all the tasks involved in content production including scheduling content, monitoring threats, tracking user activity, installing modules and plugins, and reviewing performance analytics, social media analytics among other responsibilities
- m) Monitor the progress and status portal,
- n) Media reports including event photo-shoots, live feeds, social media contents, if any and periodic archiving the old contents automatically
- o) Other required functionalities

2.4.1.1.3 Scanned Document Management System (SDMS) / Digitalization platform

The requirement for this module is provided in section 2.5.3. This module needs to be integrated with MLS Information Portal.

2.4.1.1.4 Legislative Member Profile

The Legislative Member Profile module of MLS Information Portal should have at least the following features.

- a) Management (add, edit, delete, search, view) of the brief biodata of Legislative Council and Assembly Members and other prominent people related to Legislature
- b) Should allow to print, export, and download the biodata of an individual or selected or all members, into PDF file
- c) Should allow to link Legislative Member's profile with the relevant content such as speech, Assembly Debates, newspaper coverage, audio & video coverage, and other sources of data
- d) Interface or integrate with existing MLS applications to import or export Legislative Members and other data.
- e) Should allow the Legislative Members to select the interest areas for respective types of documents being digitalized under this project. Accordingly, send a notification on Legislative Member's login home page as when any new documents get digitalized and uploaded to document repository or portal by MLS team.

2.4.1.1.5 Metadata indexing engine

The Metadata indexing engine module of MLS Information Portal should have at least the following features.

- a) Should have a OCR engine (in languages in which the documents are available with MLS) to convert image into editable text format with at least 90% accuracy and mark image of text as 'Heading' or 'Text' during annotation process
- b) Should allow to auto run the metadata indexing engine on the text extracted from scanned document through Text scanner (OCR)
- c) Should allow to extract the data using AI/ML from the scanned documents. Example: Printed books of Debates and other types of documents
- d) Should allow to index folders and documents on user-defined data type and generate metadata.
- e) Should allow to manage the search keywords by which the metadata indexing engine can be run on demand to re-index the data
- f) In case of the portal user does not find the search result with keywords, then MLS information portal administrator or concerned MLS official should be notified with these search keywords for them to check and optimize the data linking algorithm if required
- g) Should allow an administrator to explicitly run the metadata indexing engine on all or selected keywords to re-index metadata from the text extracted from scanned document through Text scanner (OCR)
- h) Should allow to index the multilingual annotated data extracted from or integrated with other sources and link these data to make it searchable

- i) Should index the digitalized data for the procedures, practices, various issues and other functions related to the business transacted in both the Houses. The indicative list for the same is as follows:
- i. Summons and notifications relating to House Sessions
 - ii. Proposed House Business (temporary and final)
 - iii. Meeting calendar
 - iv. Order of the day
 - v. Announcement about Protem Chairman and Protem Speaker
 - vi. Election of Hon. Chairman and Hon. Deputy Chairman
 - vii. Election of Hon. Speaker and Hon. Deputy Speaker
 - viii. Swearing-in of new Members
 - ix. Introduction of new Ministers
 - x. Hon. Governor's address and discussion and voting on the address in both the Houses.
 - xi. Budget Speech of the finance minister and other Ministers and discussion on it (Speech of the Leader of the Opposition and other members and then the reply of the finance minister)
 - xii. List of condolence proposals and related proceedings
 - xiii. List of congratulatory proposals and related proceedings
 - xiv. Year-wise list of ordinances, government / non-government bills
 - xv. Session-wise list of Panel of Chairpersons and Panel of Speakers
 - xvi. List of adjournment motions and related proceedings
 - xvii. Half hour discussion
 - xviii. Discussion for short duration on matters of urgent public importance
 - xix. Discussions on matters of public interest
 - xx. No-day-yet motion
 - xxi. Calling attentions
 - xxii. Statutory proposal
 - xxiii. List of starred questions, unstarred questions, short notice questions- department-wise, session-wise, year-wise and assembly period-wise.
 - xxiv. Announcement about getting the assent of the Hon. President / Hon. Governor to the bills passed by both the Houses.
 - xxv. Resolution and discussions on ratification of Constitutional amendments
 - xxvi. Discussion on supplementary demands- Digitize the book of supplementary demands which is available separately and link it through hyperlink to the

- relevant page and item number in the book of supplementary demands mentioned in the proceedings.
- xxvii. List, discussion and report of privilege cases.
 - xxviii. Disqualification on grounds of defection - list and cases
 - xxix. Motion of Confidence in the Council of Ministers.
 - xxx. Motion of no confidence in the Council of ministers.
 - xxxi. Motion for removal of Hon'ble Chairman, Hon'ble Speaker, Hon'ble Deputy Chairman, Hon. Deputy Speaker.
 - xxxii. Government / non-government resolution
 - xxxiii. Motion on a day in the last week of session
 - xxxiv. Assembly wise list of issues of justification
 - xxxv. Statements of the Ministers
 - xxxvi. Directions given and announcements made from time to time by the Hon'ble Chairman, Maharashtra Legislative Council and Hon'ble Speaker, Maharashtra Legislative Assembly
 - xxxvii. Suspension and revocation of suspension of members
 - xxxviii. Personal explanation of members
 - xxxix. Special mention
 - xl. Petitions
 - xli. Walk outs
 - xliv. Point of Information
 - xlvi. Announcement of arrest, detainment or release of members of the House
 - xlvi. Information about the assurances given by the Minister in the House and their fulfilment, a separate book of assurances is published, linking it with the assurances in the House.
 - xlvi. Announcement of resignation of members.
 - xlvi. List of Representatives of the Legislative Council / Legislative Assembly are sent to the Senate and other institutions of the University.
 - xlvi. Nomination of members of Legislative Council / Legislative Assembly on various statutory bodies / corporations. year-wise list.
 - xlvi. Information on various rules, regulations, orders, notifications, bye-laws, etc. made under the Central and Maharashtra Government Act should be available together
- j) Further, the different folders for the above listed procedures, practices, various issues and other functions should be created and saved through the Scanned Document Management System (SDMS) / Digitalization platform. Also, the

information of future related events should be updated through this Digitalized platform in the respective folder and the relevant notification should be sent to the concerned persons of MLS.

- k) The various Dashboards and MIS reports on the above listed the procedures, practices, various issues and other functions related to the business transacted in both the Houses, are to be made using BI/Data analytics tool.

2.4.1.1.6 Data linking of Debates

- a) Should allow to link and manage linking various content to Legislative Members. Example, linking of Legislative Members to the subject on which they debated, or question raised in Upper House (Council) and Lower House (Assembly), speech given in print or digital media, involved in Committee reports and others
- b) Should allow to manage the documents or information linked to Legislative Members
- c) Should allow to link or associate the available audio/video of Debates with printed parts of the Debates
- d) Should allow to run the data linking manually on demand

2.4.1.1.7 AI/ML based multilingual search engine

The AI/ML based multilingual and Unicode search engine is a key module of MLS Information Portal. This multilingual and Unicode search engine should have features like auto suggest, auto complete domain-based dictionary, homophone engine, lemmatize, synonyms, each relevancy booster should be there. This search engine should have the following capabilities.

- a) Multilingual Lookup: Should allow the user (who does not know Marathi language) to enter query in English or Hindi.

Please note that the search result should be displayed in language in which the respective information or details or document or other is originally available

- b) Search the scanned and indexed content through a search prompt using a Boolean, statistical, semantic free text search including full text sentence or set of keywords, to populate intent based search engine

The selective list of queries received by Library department from MLCs or MLAs or others for seeking the information is provided in Annexure 12 for your ready reference.

- c) Should prompt/suggest the following while searching with free text search
 - i. spell correction in search keywords in Marathi, Hindi, and English
 - ii. alternate words to entered search keywords
 - iii. synonyms and related keywords
 - iv. auto suggest keywords

- d) Alternate Spelling: Should allow to search with alternate spelling such as "रणजीत" , "रणजित" , "रणजीत" , "रंजीत" , "रन्जित"

- e) Misspelling: Should allow to search with misspelled keyword. For example, the Marathi word "खातरी" is incorrect but is used more often than its correctly spelled form Marathi word "खात्री"
- f) Synonyms: Should allow to search with synonyms keyword
- g) Lemmatiser: Should allow to search with keywords like "निवड" , " निवडून" निवडणूक"
- h) Homophone Engine: should allow to search for look-alikes in Indian languages as well as in Indian English
- i) Linear scalable solution for high volumes of data and traffic
- j) Support for major search retrieval methods (structured and unstructured)
- k) Search result title and appropriate parts of the result snippet needs to be clickable – enabling the user to open one or multiple documents associated with the matching record
- l) Should have ergonomic search user interface with various search filters to search data;
 - i. Debates wise
 - ii. Subject wise
 - iii. Content wise
 - iv. Ministry wise
 - v. Minister wise
 - vi. House Session wise,
 - vii. Political party wise
 - viii. Parliamentary device wise
 - ix. Parliamentary procedure wise
 - x. Geographical places wise
 - xi. Incident wise
 - xii. Chronological wise
 - xiii. and others required filters
- m) Should display results of the search with following results at minimal
 - i. Headlines in text format
 - ii. Key persons involved in the discussions during the debates
 - iii. Digitalized page thumbnails
 - iv. Digitalized Video
 - v. E-book which are available in public domain

- vi. Newspaper clippings
 - vii. Government Reports
 - viii. Government & Private Bills
 - ix. Acts – Central & Maharashtra Government
 - x. Government Resolution (GR)
 - xi. Court rulings
 - xii. Speeches of Legislative Members & Ministers
 - xiii. Parliamentary devices
 - xiv. Motions and Resolutions
 - xv. Other related information as specified by MLS
- n) Should have basic SERP features (number of results, pagination, highlighting keywords in results etc.)
 - o) Should have dynamic faceted search
 - p) Should have Machine Learning capabilities to enhance search results for Document Search, Word Cloud, inter word Prediction, Entity Extraction, Synonyms and Sentiment Analysis based on the search pattern of the user and the pattern defined by MLS team.
 - q) Document Search: Search the queries in set of documents based on the context of the query (not word matching)
 - r) A web-based administration tool that should allow the administrator to configure reporting and logging to capture all relevant events, and allows him or her to view statistics, including top users, top categories, top terms with no results and throughput of queries
 - s) Artificial Intelligence based self learning and evolving system should be implemented so that like Google search engine, the information that is constantly being searched for with keywords can be compiled and the proposed solution or system can be modified accordingly.

2.4.1.1.8 Information request management

- a) The Information Request Management module should allow the Portal users (including Legislative Members) to send a request online to Maharashtra Legislature Library (MLL) for seeking desired information and track the same.
- b) Should have a workflow (maker and checker) for MLS staff to review the request and information to be shared as per the request made by Legislative Members
- c) Should have a workflow for MLS staff to share the request received from Legislative Member to concerned department of Maharashtra Government for providing the information

- d) Should allow MLS staff to monitor and follow up (by sending reminders) on the request sent to concerned Maharashtra government department for providing the information

2.4.1.1.9 House Session Calendar

- a) The House Session Calendar module of MLS Information Portal should allow the Portal users to search and view the Debates date wise for the past session, as well as to view the schedule of ongoing/upcoming session.
- b) Should allow the MLS respective team to manage this calendar and linking of Debates and the schedule of ongoing/upcoming session.
- c) Should allow to view the list of procedure (topics) for the day, which would be discussed into the House session
- d) Should allow MLS to manage the session calendar as and when needed

2.4.1.1.10 Digital Video Vault - Viewing House Session's audio/video

- a) The Digital Video Vault module of MLS Information Portal should allow the Portal users to search and stream the Debates and other videos on portal to MLS staff and Portal User only with necessary permission (role-based access with LDAP authentication) obtained from MLS concerned authority.
- b) Should have management tools including batch import/ export, batch metadata editing, curation, and object backup & restoration tools
- c) Should make the digitalized audio and video searchable by any text of the audio and video transcript as well as should auto categorize the audio and video by name of the Legislative Member
- d) Should have Built-in workflows familiar to MLS Recording branch. The workflow should include data feeding, ingesting, processing, and export
- e) Should have Built-in search engine that should allow MLS Recording branch to search, view, and download or share the video to the desired users.
- f) Converted audios/videos should be streamed online to authorized viewer like Legislative Member on demand basis. Should support various file format (such as MP3, WAV, MPEG, MP4 and others).
- g) Should facilitate to remove unparliamentary words or incidents or events from audio/video which have been directed by the Hon'ble Presiding Officer to exclude certain parts from the Debates. Audio/video recordings related to each member, Parliamentary devices and subject should be available as per the Debates
- h) Converted audios/videos are to be linked to the respective Legislative Members to make it searchable/accessible through AI/ML based multilingual search engine
- i) Converted videos should be accessible with role-based access to MLS Recording department from MLS Information Portal.
- j) Converted videos should be streamed online to authorized viewer like Legislative Member on demand basis

- k) Should allow streaming of content on portal in different user defined standard resolution (with necessary permission of MLS Staff only)
- l) Should allow to control permissions as granular as item level, or global level permissions based on types of video.
- m) Should have an audit trail module capturing all activities of users
- n) Other related requirements specify by MLS team

2.4.1.1.11 Virtual tour

- a) The Virtual tour module of MLS Information Portal should allow the Portal users to have a virtual tour of the MLS, MLS Library, Experience Centre, etc. through the MLS Information Portal.
- b) Should shoot videos (of at least 5 minutes) for virtual tour (animations) to MLS, MLS Library, Experience Centre, and others.
- c) Streaming of virtual tour videos from MLS information portal
- d) Should allow MLS team to manage the content of virtual tour
- e) Other related requirements specify by MLS team

2.4.1.1.12 BI/Data Analytics - Dashboard and reporting

An Analytical platform is needed to manage, monitor, and analyse the activity on MLS Information portal for its respective modules through various dashboards and reports. The system should provide statistical and detailed information on the various parliamentary devices. Example, Information on how many questions were received in a session or assembly period, how many questions were discussed in the House, number of starred and unstarred questions, calling attentions, government / Private Member resolutions, government / Private Members bills, adjournment motion and others.

This shall be useful for research studies for external stakeholders as well as for MLS staff.

The BI/Data analytical tool should have the following capability.

- a) Analytics - Connector Framework / Storage
 - i. Connector framework for easy extension to create connectors for data extraction from new data sources
 - ii. Support for Batch and Streaming data
 - iii. Incremental data extraction support
 - iv. Structured, Semi-Structured and Unstructured data format support
 - v. Monitoring and Management Interface
 - vi. Support for multiple file formats (storage)
 - vii. CRUD (Create, read, update, and delete) operations for dashboard/reporting
 - viii. API based access for all layers like ingestion/processing/data access
 - ix. Storage systems to handle huge amount of data volume without suffering the

overhead problems

- x. Handle large capacity and provide low latency for analytics work

b) Analytics - Data Processing/Transformation Module

- i. Ability to process multi-lingual data
- ii. Support In-memory data processing
- iii. Data Cleansing and deduplication capabilities
- iv. Parallel data processing
- v. Advanced analytics and processing using Machine Learning (ML)

c) Analytics - Reporting Platform

- i. Data consumption API and Multilingual UI based Search Interface
- ii. Ability to create Static and Interactive dashboards/Reports with Rich Visualization
- iii. Ability to drill-down, slice, dice, roll-up, and pivot data (OLAP) and compare data up to the most granular level as per the need
- iv. Dashboard should provide ability to generate various types of charts and graphs which can be customized by the users as per the need
- v. Role based access to Dashboards/Reports for users
- vi. Generate, export, and save report in different format outside the system
- vii. Third party external data can be integrated and used while creating dashboards and reports

d) Analytics platform should help to achieve the following:

- i. Configure reporting and logging to capture all relevant events, and view statistics, including top users, top categories, top terms with no results and throughput of queries
- ii. Analyse all data (real-time, historical, unstructured, structured, qualitative) to identify patterns and generate insights to inform through Text Analytics, Content Analytics, Statistical Analytics, Social Media Analytics
- iii. Generate dashboards for various search pattern such as most searched word, subject or topic, Legislative Member
- iv. Generate dashboards for most accessed module of MLS Information Portal, user wise module access activities, number of documents scanned, stored, indexed, number of videos digitalized, stored, and annotated

e) Other requirements

- i. Should provide reports to authorized users for end-to-end performance monitoring and control
- ii. User should be able to generate the data pertaining to all the Service levels

- mentioned in this RFP document from this tool and take appropriate action
- iii. The system should have the ability to monitor in real-time all the activities and transactions of all the solution components
 - iv. The system should have the ability to monitor and show all the statuses of the different infrastructure layers supporting MLS Digitalization solutions
 - v. The system should have the ability to show recent faults and errors and be able to display recent error messages and exceptions handled
 - vi. The system should support monitoring policies (runtime, security policies) and report alerts when necessary
 - vii. The MSP will ensure that the data in reports are current, accurate, and accessible and that the report is produced in a timely fashion to meet the report's delivery deadline.
 - viii. The MSP shall ensure that any reporting functionality supports the ability to pull and use the narrative descriptions of codes and abbreviations in addition to the codes and abbreviations themselves.
 - ix. The system shall provide routine, ad-hoc, and analytical reporting
 - x. The system shall provide for graphical presentation with gauges and other representations to highlight important events and alerts.
 - xi. Other related requirements specify by MLS team
- f) From the MLS Information Portal perspective, the reports should present historical, statistical, and predictive views in addition to the hourly, daily, weekly, monthly views and with multiple "Slice and Dice" options to generate reports in flexible formats based on user specific needs. A few indicative reports (the list is an indicative one and more parameters may be added up later by MLS or their nominee) which the MSP should consider are:
- i. Most searched Legislative Council & Assembly Member
 - ii. Most searched keywords through AI/ML search engine
 - iii. Search keywords for which results were found through AI/ML search engine
 - iv. Debates year wise, session wise (budget, monsoon, winter, special)
 - v. Debates subject wise
 - vi. When did the various committees of the Legislature present their reports in the House and whether they were discussed or not, as well as the title of the report?
 - vii. Reports of various corporations
 - viii. Occasions where members in the House demand a committee of inquiry during discussions on various incidents
 - 1. Incidents and their information that an inquiry committee of members of the House may have been appointed

2. Commission of Inquiry Act, 1952- An inquiry committee is appointed under section 3(4) of this Act. Report and Action Taken Report (ATR) to be tabled of the floor of the House within six months of the submission of the report by the Inquiry Committee. How many such committees were formed and how many reports and ATR were placed, whether they were discussed or not
- ix. Demand for white paper, incident of placing white paper on the table, copy of white paper and discussion on it
- x. The names of the members, constituencies and parties should also be visible. This is because there have been instances where members have resigned from the same assembly and been re-elected on the ticket of other party
- xi. All kinds of discussions in the House on a subject or event- In various Parliamentary devices and other discussions, for example- Dhangar reservation, Maratha reservation, separate Vidarbha, Vidarbha-Marathwada backlog, farmer suicide, drought, excess rainfall, climate change, women's atrocities, Maharashtra-Karnataka border dispute, Naxalism, police problems, various scams, allegations against ministers, unemployment, Mumbai's Problems etc. Separate folders should be created and the facility to include future discussions in the folders
- xii. Humor and Shero Shayari in the Legislature- While having budget speeches, discussions, speeches on various topics in the House, the ministers and members experiment with shero shayari, poetry, abhang etc. Also, sometimes they tell interesting stories and jokes etc. This adds a dash of fun to their speech and helps keep lighter atmosphere in the House. A separate compilation of such occasions in Parliament "Parliamentary Wit and humor" is done under this name. The system is expected to collect such information and compile
- xiii. Collection of announcements and assurances given by Ministers in the House for farmers and other packages
- xiv. The occasion of summoning the Advocate General of the State in the House.
- xv. Announcement of the presence of delegates from other countries in the gallery of the House
- xvi. Allegations made by members of one House against members of another House, etc.
- xvii. Speeches by the retiring members in the Legislative Council
- xviii. Discussions on a Bill in both the Houses as well as information on the amendments made to the Act and discussions on it
- xix. List of Bills passed by the Legislative Assembly for the second time
- xx. Discussion on all the amendments made in a new act after it came into existence

- xxi. Information of bills sent to the Joint Committee
- xxii. List of members of the Legislative Council from different constituencies (local self-government bodies, graduates, teachers, members of the Legislative Assembly and nominated by the Governor)
- xxiii. List of rules and regulations laid down, under the Central and Maharashtra Government Act, on the table of the House.
- xxiv. List and discussion of 'Maharashtra amendments' made to Central Government Acts.
- xxv. Incidents of member disqualification
- xxvi. Discussion on policies of the Center or the Government of Maharashtra. (E.g. Women's Policy, Housing Policy, Industrial Policy, etc.)
- xxvii. If a copy of the reference material mentioned during the discussion in the House is available to the public, a soft copy of such material should be downloaded and linked to in the proceedings. Examples- Ordinances, Bills, Acts, Rules, Notifications, Orders, Rules, Government Policies, Government Packages, Government Decisions, Government Publications, Court Decisions, Government, Semi-Government or Private Institutions Reports, Newspaper News and Articles, Book Excerpts, etc.
- xxviii. List of incidents when the question hour was adjourned
- xxix. Election and Voting for the post of of Hon'ble Chairman, Hon'ble Speaker, Hon'ble Deputy Chairman, Hon'ble Deputy Chairman, Hon'ble Leader of Opposition (Legislative Council / Assembly)
- xxx. References to those who are not MLAs, MPs, administrative officers / staff or ordinary citizens were mentioned during the discussion in the House
- xxxi. Contributions of Honorable Women Members of both the Houses. Assembly-wise list of women members and information about their participation in the proceedings of the House
- xxxii. Number of downloads of Debates e-Book, Bills, Acts, Gazettes, Publications, Committee Reports, Court ruling and others
- xxxiii. Number of requests received from and responded to Legislative Council and Assembly members for seeking desired information from Maharashtra Legislature Library including various data filters such as member wise, subject wise, and others
- xxxiv. Number of users who viewed virtual tour videos
- xxxv. Total number of documents scanned and indexed, year wise, session wise
- xxxvi. Number of websites from which the data has been crawled, stored and indexed
- xxxvii. All MIS reports should be visible through Mobile app

Note: The above is an indicative list and any additional dashboards & reports required by

MLS should also be developed by the MSP.

2.4.1.1.13 Administration - User Management, Workflow management, Audit-Trail

The Administration module should have the following features or capabilities.

- a) Should allow MLS team to manage the stakeholders accounts with MLS Information Portal and Digitalization system
- b) Should allow to provide role-based access to MLS staff and Portal users.
- c) Should allow to provide access to MLS Staff on portal modules including specific functions of module such as view, delete, search, download, print and others.
- d) Should allow external stakeholders to register with MLS information portal
- e) Should allow to perform the functions like add, edit, delete, block, unblock, reset password and other related operations for user accounts of MLS staff and users registered with MLS Information Portal
- f) Shall support the creation of workflows which shall be implemented using an automated workflow management system
- g) Should support creation of secondary workflows as well, which would be fully integrated with the primary workflows
- h) Should be able to support/configure complete workflow required for successful coverage of various processes of MLS departments related to this project
- i) Should allow designing of workflow with the ability to define business rules, process flows, alerts, and triggers without programming
- j) Should automatically raise alerts, messaging, notifications, emails etc. across functional areas/ modules and concerned stakeholders based on the various timelines assigned for tasks or if an attempt is made to amend the entries already entered in the system
- k) Should allow authorized user to configure the workflow as per the guidelines of the department for handling the processes successfully. The workflow management/control should provide consistent method of defining business rules, process flows for all MLS offices and concerned stakeholders
- l) Mandatory approval should be uploaded in the application prior to making any changes in the workflow. Audit trail of the modifications should be maintained in the system
- m) Should have a maker-checker workflow for peer approval for created stakeholder accounts, updating in Legislative Member profile, information sharing request made by Legislative Members and other modules for which the workflow would be required
- n) Should capture the portal user activities like login & logout time, portal module accessed, search keywords, documents downloaded & printed, information requested and other functionalities

- o) Should generate various audit-trail report with drill down information, for the portal user activities
- p) Should send notifications (through E-mail and/or SMS) to Portal Administrator upon attempting to perform above mentioned functions by MLS Staff
- q) Other related requirements specify by MLS team

2.4.1.1.14 E-Book Generation

The E-Book Generation module of MLS Information Portal should have the following features or capabilities.

- a) Should generate the e-book for Debates available since year 1937
- b) Should link the generated e-Book with respective date of House session and make it available through House session calendar
- c) Should digitalize future proceedings for both Houses to save on future expenses related to further digitalize the new content
- d) Should have an e-Book publishing tool on the MLS Server to convert the books/ journals of the Debates into eBooks with page flip facility, to provide enhanced multimedia experience for perusing the contents of Debates
- e) Should have a table of contents to navigate to specific chapters or sections on a mouse click
- f) Should be able to search the text within the e-Book along with navigation toolbar to go back and forth, specific page by typing a page number
- g) Should be able to add highlighting and notes to the e-Book
- h) Should be able to zoom in and out when viewing the e-Book
- i) Should be able to print pages from the e-Book
- j) Should be able to save the eBook to user computer for offline viewing
- k) Should have embedded with the copyright and watermark on generated e-Book
- l) Should have Digital Rights Management to protect e-Book content
- m) Other features related to e-Book generation specify by MLS team

2.4.1.1.15 Crawling engine

The Crawling engine module of MLS Information Portal is one of the key modules and should have the following features or capabilities.

- a) Should allow to crawl (extract and store) the information related to Legislature proceedings, MLA/Minister's speech, etc. from the Newspaper portals/website/ social media sites.
- b) This crawled information should be linked with the respective Legislative Members and Debates

- c) Upon searching the data pertaining to the respective Member of Legislative Assembly, debates from the AI/ML based multilingual search engine, all the relevant newspaper article, speech, etc. should be displayed to the user
- d) Should automatically monitor parts of a webpage or entire pages in bulk
- e) Should have easy to use interface
- f) Should be able to test for Metadata, HTTP/HTTPS, Directives, Status codes, Duplicate content, Page response time, Internal linking, Image sizes, Structured data, Site structure, etc.
- g) Should support multi-domain monitoring
- h) Should make desired website search engine friendly
- i) Should instantly find broken links and server errors
- j) Should help to analyze page titles and metadata
- k) Should have dashboard to enable viewing website issues with ease
- l) Should enable to audit website without any hassle
- m) Should be able to optimize a site in any language
- n) Should have a Hexometer to optimize for SERP (Search Engine Results Page)
- o) Should allow to integrate with MLS Data Analytics platform and if required then integrate with Google Analytics, GSC (Google Search Console) & PSI (Page Speed Insights) and other similar platforms
- p) Should provide a ranking, traffic, and summary data to view the performance of the website
- q) Other related requirements specify by MLS team

2.4.1.1.16 Mobile application

MSP to develop mobile version (lite version) of the MLS Information Portal with specific functionalities which can be accessed using smart phone/tablets. The Mobile application are to be developed for MLS internal and external stakeholders including MLS Officials, Legislative Members, Citizens, Students, and others.

While the detailed functionalities will be finalized during the SRS stage, the indicative high-level functionalities for Lite version are as provided below:

- a) MLS Information Portal home page with user management features
- b) Allows the portal user to search, view, download the desired information online including Debates and related committee reports, budget publications, corporation reports, Government Resolutions, bills, acts, publications, gazettes, and others
- c) Allows the portal user to view the Legislative House sessions calendar
- d) Allows the portal user to view the virtual tour, Legislative Members profile

- e) Allows the Legislative Members and citizens to request for desired information
- f) Allows the MLS officials to perform their limited administrative tasks including approve/reject the respective request through the respective workflows
- g) Allows the MLS officials to view the dashboard and reports
- h) Allows the portal user to browse books available with Maharashtra Legislature Library
- i) Allows the portal user to share their feedback, grievance on portal
- j) Other required functionalities

2.4.1.1.17 Online Training and Help Facility

- a) The system should have comprehensive online help facility (user manuals, video-based user manuals, troubleshooting content etc.) wherein the users can obtain system specific technical/ functional help online.
- b) The system should maintain a database of FAQ(s).
- c) The system should also maintain a Feedback database.

2.4.1.2 Technical requirements

Technical specifications provided here are the set of requirements that the Digitalization solutions including MLS Information Portal & Mobile Application of MLS must meet. This document provides information to the MSP on the business requirements, various standards and guidelines and is an essential guide for defining a proposed system and ensuring mutual understanding among key stakeholders.

All the technical specifications provided in this section are minimum and have been provided for immediate reference only.

All the software (if any) along with proposed solutions including MLS Information Portal & Mobile Application shall initially be supplied with minimum on-site OEM comprehensive warranty/ support from the date of Go-live till the entire contract period. Also, if the contract period is extended, then MSP must ensure that all the supplied software's OEM warranty, service and support, licenses should be till perpetuity and for unlimited users. Please find below the summary of the software component for which the license would be required.

#	Software component	Type of license / Licensing period	Number of licenses
1.	MLS information portal	Perpetual	Unlimited
2.	Content management system	Perpetual	Unlimited
3.	Digitalization platform / Document management system (DMS)	Perpetual	Unlimited
4.	AI/ML based search engine	Perpetual	Unlimited
5.	Business intelligence analytical tool	Perpetual	Unlimited
6.	MLS Mobile application	Perpetual	Unlimited
7.	Web crawling tool	Perpetual	Unlimited

2.4.1.2.1 Design, Develop and Implement the MLS Information Portal

- Application must be web based, built on enterprise application platforms, use multi-tier/ N tire application architecture with sufficient flexibility for customization based on MLS requirements.
- The Application should be built on enterprise application platform with flexibility to implements desired Modules / Functionality and should have Multiple User Access modes like GUI, Web, Portal etc.
- The application shall be inbuilt with automated workflow management system, content management system, scanned document management system (Digitalization platform).

- d) The application shall be integrated with all the required third-party services.
- e) The application shall support all popular/ common web browsers i.e., Google Chrome, Mozilla Firefox, Internet Explorer, and Safari.
- f) The application home page should at least have the following.
 - i. Homepage should be attractive and well-constructed, so that it makes a good first impression to all who visit the site
 - ii. Key topic areas should be presented in order of importance and should be easy to read.
 - iii. Homepage should clearly communicate the site's purpose and show all major options available on the Web site.
 - iv. Most of the homepage should be visible "above the fold, " and should contain a limited amount of prose text.
 - v. Easy access to the homepage should be provided from every page in the site.
- g) The application layout should at least have the following.
 - i. All items should be appropriately aligned on the pages and layout should be consistent on all the related pages.
 - ii. Style & colour scheme should be consistent across the site
- h) The navigation on the application page should at least have the following.
 - i. A Web Portal navigation scheme and features should allow users to find and access information effectively and efficiently
 - ii. Navigation tabs should be located at the top of the page, and look like clickable versions of real-world tabs
 - iii. The navigation elements should be clearly differentiated from each another and should be placed in a consistent way so that it can be easily located on each page
 - iv. Site maps should be available with all the links of pages existing on the website and link for the site map should be clearly visible on the homepage
- i) The application Heading, Titles & Labels should at least have the following.
 - i. Headings should be used in their appropriate HTML order and heading levels should not be skipped
 - ii. All pages should have category labels including links and clearly reflect the information contained within the category
- j) The MSP must deploy a software development methodology that ensures rapid deployment of the applications in such a way that the users are continually involved in the development process, and minimum iterations are required before the final Go-live of the integrated solution.

- k) From the integration perspective, the MSP must consider necessary interfacing requirements (both at the application and data level). Appropriate interfaces must be provided for seamless integration. Such interfaces shall follow industry standards such as web services. If such a need arises, the MSP shall be responsible for creating such a required web service or API, etc. for the same. This includes, but not limited to, the integration with the MLS Department Applications or any other external Departments.
- l) Should be operational for the next 20-25 years and the changes and advances in the field of information and technology should be able to be incorporated in the system. If necessary, adapt to the new technologies and upgrade the system accordingly. It should be possible to use all the data in the system by transferring it properly in the new environment

2.4.1.2.2 Design and Development of Mobile Application

- a) The mobile application shall also be available on Mobile for both Android and iOS platform
- b) The mobile application should work flawlessly across different platforms
- c) The mobile application should be user friendly and shall have modern UI/UX and feel.
- d) The mobile application should provide on screen tips and online help to aid users while interacting with it.
- e) There should be minimum use flash contents so that home page should be loaded quickly
- f) It should not occupy excess client's Mobile RAM
- g) Design should not be font dependent. The content of the site should be readable with default standard fonts.
- h) The mobile application should be responsive so that it should adjust as per the screen size. Thus, design should be compatible with tablet, mobile phone and other handheld devices.
- i) The mobile application should enable ease of configuration.
- j) Should provide Role Based Access control
- k) Should be able to capture and track all events at device and console.
- l) Should come with mobile threat prevention and recovery system
- m) Should support authentication using digital signatures
- n) Should have facility to download and upload files
- o) Incorporate analytics into mobile app, to track and identify users experience and actions.
- p) Apps should be easily customizable and easy to Administer data in the MLS Information Portal and Digitalization system database
- q) Network level security, traffic should be encrypted using secured connectivity

- r) Should support real time information via GPS availability
- s) Should structure overall content with proper tagging to make them screen reader friendly.
- t) Mobile Application should cater all the functionalities specifically mentioned for Mobile application in FRS.
- u) Should be operational for the next 20-25 years and the changes and advances in the field of information and technology should be able to be incorporated in the system. If necessary, adapt to the new technologies and upgrade the system accordingly. It should be possible to use all the data in the system by transferring it properly in the new environment

2.4.1.2.3 System Architecture

- a) The System shall be designed, implemented, and deployed by considering the scalability, reliability, security, business continuity, optimum performance of the entire solution and based on the requirements of MLS.
- b) The system architecture needs to be designed in a manner that will be based on loosely coupled components making it easy to extend.
- c) The solution architecture designed should have seamless integration among all the components of the envisaged solution and should be designed as per industry standards and best practices. The solution design shall include, but shall not be limited to,
 - i. the design of the application architecture,
 - ii. user interface,
 - iii. database structures,
 - iv. security architecture,
 - v. network architecture,
 - vi. service-oriented architecture (SOA)
 - vii. deployment architecture,
 - viii. Unified Modeling Language (UML) diagrams,
 - ix. User Interface (UI),
 - x. database schema
 - xi. role-based user access management system and configure authentication-based access for various users of the system.
- d) The system design must be such that the developed solution is technology neutral and can be deployed and hosted at DC at MLS Mumbai and DR Cloud from MeitY empaneled Cloud Service Providers (CSPs)
- e) All the modules/ components of the proposed MLS Information Portal should be deployed in centralized manner/ platform.

- f) The architecture should be highly scalable and capable of delivering high-performance as and when transaction volume increases. It is required that application and deployment architecture should provide the flexibility of Scaling-up (vertical scaling) and Scaling-out (horizontal scaling) on Application and Web Servers, Database Servers, and all other solution components.
- g) The system should support clustering and high availability.
- h) The system should allow addition of more modules/ sub-modules and more users without affecting the performance of overall application/ other functioning modules.
- i) The system should support customization to meet the project requirements. In case need for customization arises, the same should be done in the form of add-ons and routines/ patches that can be plugged/ unplugged from the base software package as the situation arises.
- j) The system should provide facility for 'single point data entry at source' and fully integrated, unified, and interfaced so that there are no redundancies. It should have the ability to have an update occur in one module and be immediately available to all other modules of the system even among geographically dispersed sites.
- k) The system should have real-time data update among modules.
- l) The system should be supported by 2021/2022 latest versions of all popular web browsers such as Internet Explorer (IE), Mozilla, Google Chrome, Opera, Safari, etc. for common desktop and mobile, smart phones and tablets.
- m) The system design must be such that requires minimal installation, if at all, at the user's end, besides the Internet Browser (except where offline desktop/mobile apps are to be mandated).
- n) The system should in compliance with website and accessibility standards such as GIGW and others.
- o) The MSP shall ensure consultation with MLS officials for finalizing of design components including the UI, the mode of data entry, storage and retrieval, MIS reports, queries, the application design, and others as applicable.
- p) The system design should have a data integration strategy for integrating internal and external data sources (if any)

Figure below illustrates an indicative overall functional architecture.

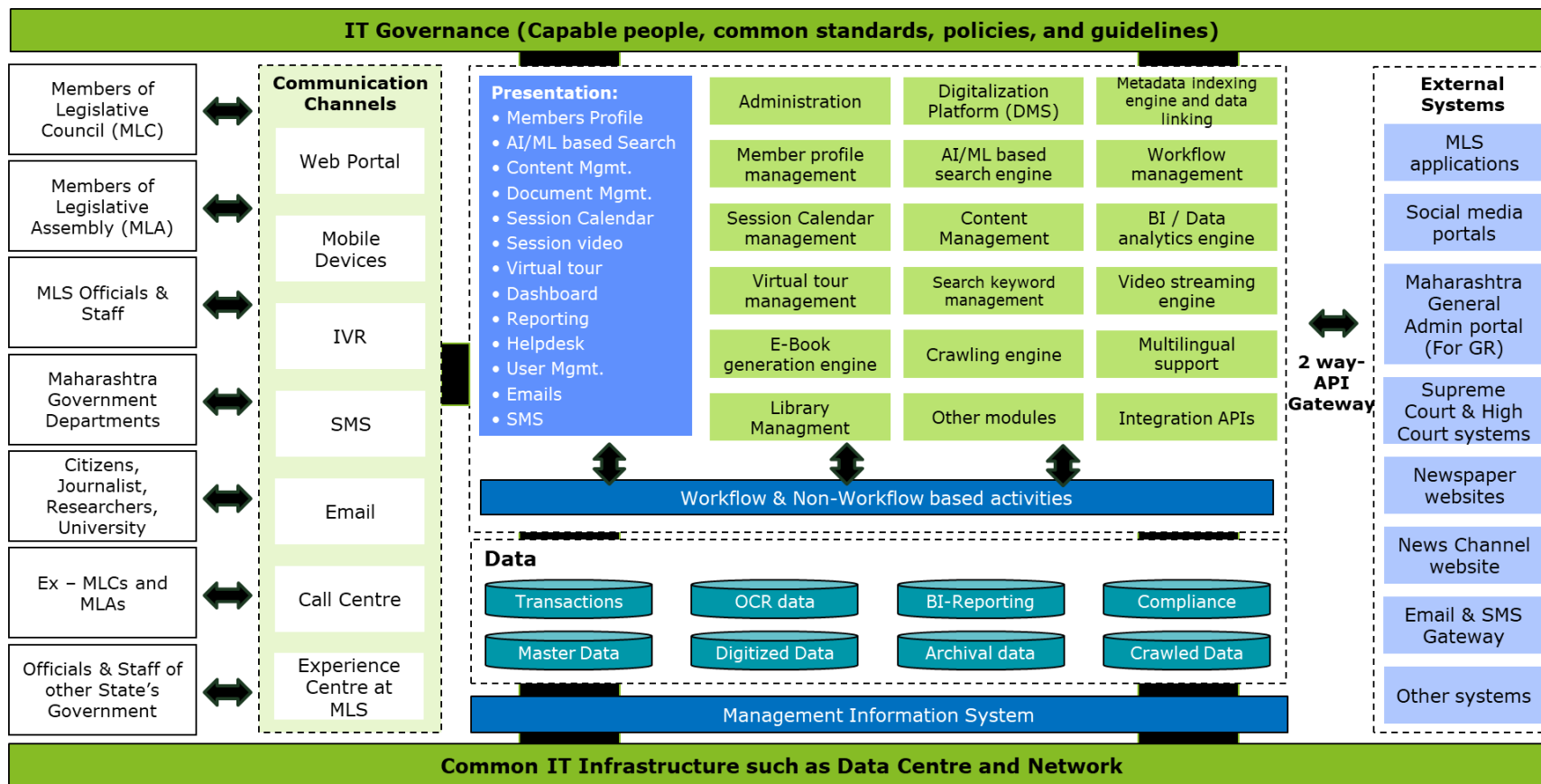


Figure 5 - Indicative functional solution architecture

The solution architecture should be designed by MSP in line with the requirements provided in Annexure 10 of this RFP document.

- a) As specified above, the application should have multiple layers as described below:
- i. **Presentation Layer:** This layer should be web-enabled and should run on all major web browsers. This layer interfaces the business components and implements automated data workflows for GUI initialization, loading, saving data, enabling, and disabling forms. Multi-language support is also implemented at this layer which allows runtime modification of terms and phrases.
 - ii. **Service layer:** This layer contains a class library which takes care of inter-operability and open standard/ protocols like web service, windows services, APIs, which make this Business Layer a platform independent. This layer is used to give functionality for data exchange using web services-based component or database synchronization with external agency.
 - iii. **Business layer:** This layer should implement the process flow and logic that drives the business functionality. Framework should have provision to keep all the user activity to be audited and logged during the business process.
 - iv. **Persistence layer:** It has been visualized that the application for this project would be managing very high volume of data, storing a large amount of data for long-term preservation of records at various repositories. It is mandatory for the MSP to ensure faster access and better manageability of this data. It is expected that the MSP shall consider mechanisms which would improve the performance of this layer.
 - v. **Data layer:** Data layer will have Data Access class library which provides methods for exchanging data between business components/ layer and databases/ persistence layer.

2.4.1.2.4 Internet and Intranet Enabled

- a) The MLS Information Portal should support access via LAN, WAN, and Internet with secured connectivity.
- b) The system should be scalable and flexible enough to provide access and information to all the users from the different functions/ departments/ offices of MLS and other key stakeholders.
- c) The system should support all TCP/ IP/ SMTP/ or any other related protocols.

2.4.1.2.5 Graphical User Interface

- a) The system should be user friendly and should have interactive Graphical User Interface (GUI).
- b) All the application modules and sub-modules shall use uniform theme in the GUI. The application should be consistent in the sequences in the visual presentation to the user and in use.

- c) The system should have sufficient validation checks at GUI/ presentation layer for validating the data formats, completeness of the forms in terms of mandatory fields, checking for file type and size of files uploaded etc.
- d) Online forms should have mandatory fields marked out clearly. The system should not allow submission of the form without completing the mandatory fields.
- e) The system shall support uploading of scanned documents. There must be check(s) for ensuring the upload of all the mandatory documents.
- f) It should have provision for warning and alert messages in case of validation failure, incomplete data etc.
- g) It should have facility to display confirmation/ warning windows for deletes, changes etc.
- h) The system should have responsive themes for establishing a consistent look and feel across the Portal including customizable templates to manage content presentation.
- i) The system should provide consistent screen layouts and access methods across all modules so that they look and behave the same.
- j) The system should provide various reports/ MIS in graphical and tabular views along with facility to drill down to navigate to the next levels of details and so on.
- k) The/ user interface shall give flexibility to toggle between graphical and tabular views, and tile different views in the same interface.
- l) User specific/ customized dashboard should allow authorized user to act on pending activities in a secured manner in a system seamlessly integrated with other modules of the application. Submission of every activity in the system should suitably update database on real-time basis.

2.4.1.2.6 Workflow Integration Approach

- a) The application shall support the creation of workflows which shall be implemented using an automated workflow management system.
- b) The application should support creation of secondary workflows as well, which would be fully integrated with the primary workflows.
- c) The application should be able to support/ configure complete workflow required for successful coverage of various processes of MLS. It should allow designing of workflow with the ability to define business rules, process flows, alerts, and triggers without programming.
- d) The application should automatically raise alerts, messaging, notifications, emails etc. across functional areas/ modules and concerned stakeholders based on the various timelines assigned for tasks or if an attempt is made to amend the entries already entered in the system.
- e) Mandatory approval should be uploaded in the application prior to making any changes in the workflow. Audit trail of the modifications should be maintained in the system.

- f) The application should allow devising of simple or complex rules to suit MLS requirements and the requirements specific to certain stakeholder(s). The rules should be stored in a central repository and the same must be shared across all business processes.

2.4.1.2.7 Integration

- a) The system should be designed to ensure that current and new applications can be seamlessly integrated (through an application integration solution) within its architecture with minimal impact and changes.
- b) The system should be fully integrated across modules and functional areas.
- c) Identify the data/ services which is to be exchanged between the application and other internal/ external systems.
- d) Identify integration touch points for ensuring seamless integration with these internal/ external systems and MLS application.
- e) The application should support integration with the following (but not limited to) application/ systems:
 - i. **Gateway:** The application should employ the following gateways through API integration:
 - 1) API Gateways: An API gateway to bring applications together to perform a designed function built around sharing data and executing pre-defined processes. It should work as intermediate application to build new programmatic interactions between the various applications people and businesses use daily.
 - 2) Web Gateway: A web gateway to allow exchange of messages with other computer systems using the standard Hyper Text Transfer Protocol. The application shall utilize a web gateway to allow users to access the application using browsers.
 - 3) Mail Gateway: The application should provide the user to send and receive formal communication, confirmation, status, alerts, messages, reminders, notifications etc. via email. SMTP server should be implemented to push system generated emails to users and receive the email from Help module of the MLS Information Portal.
 - 4) SMS Gateway: The application should be integrated with SMS gateway for sending confirmations, status, alerts, reminders, notifications, messages etc. via SMS. The application shall utilize a SMS gateway to send SMS notifications such as session calendar, availability of assembly proceeding e-Book etc.
 - ii. **Other Integration:** The application should be integrated with the following external systems to access respective functions for sending and receiving desired/required data.

- i. MLS applications: The respective MLS existing applications such as Member Information System will be integrated to fetch information of Legislative Member and display the same on MLS Information portal.
- ii. Social media portals: The social media portals such as Instagram, Koo, Facebook, Twitter, YouTube of MLS should be linked from MLS portal to navigate to these social media portals.
- iii. Maharashtra General Administration Portal (For GR): The Government Resolution (GR) section under Maharashtra Government website www.maharashtra.gov.in should be linked to or make a provision to upload respective GR for linking it to respective subject under Debates.
- iv. Supreme Court & High Court systems: The respective applications (e.g. sci.gov.in / ecourts.gov.in / bombayhighcourt.nic.in) for Supreme Court and High Court should be linked for the details of respective Court ruling to link it to respective subject under Debates.
- v. Newspaper & news channel websites: These websites should be linked to fetch/extract the data from newspaper clipping published in respective newspaper or news channel website where the data is available in public domain, and the fetched/extracted data will be linked to respective subject under Debates.
- vi. Other systems: The other system which may be identified during the implementation of MLS Information portal shall be linked to fetch required data/information.

iii. Digital certificate services: The application should be DSC enabled.

2.4.1.2.8 Import/ Export Facility

- a) The system should support the upload and download of the MS Word files, MS Excel files, Adobe Acrobat files, Image files etc. type into/ from the system.
- b) Any other file-format as required by MLS departments in due course of time.

2.4.1.2.9 Hosting Services

- a) MSP shall be responsible for hosting the entire application and all ancillary in-scope applications on DC at MLS Mumbai and DR on Cloud from MeitY empanelled Cloud Service Providers (CSPs).
- b) In no case, MSP shall host the application on Cloud of any company which is not empanelled with MeitY.
- c) In no case, MSP shall host the application on Cloud of any company which has a history of data loss and security breaches.
- d) MSP shall be responsible for installation of all the software required for the successful hosting of the application and all ancillary in-scope applications.
- e) Other than DC at MLS Mumbai and Cloud DR, the MSP shall also be responsible to back up the business and daily transactional data (on real time or daily scheduler at COB) at SDC.

- f) MSP to manage real time data repository at MLS Data Center ensuring that complete data shall have a back-up at MLS DC on real time basis.
- g) The MSP shall be responsible to supply and setup an infra which includes – replication tools, servers, drives and any other hardware/software etc. at MLS DC for the data backup.
- h) MSP shall be providing required bandwidth for seamless and flawless data flow between DC and data backup centre at Cloud DR.
- i) The integration of MLS DC and Cloud DR and on-premises Data backup centre at MLS DC shall be responsibility of MSP for seamless flow of data.
- j) MSP to adhere the Government of India and Government of Maharashtra policies for data security, data back-up and data retention.
- k) The Cloud, where the newly developed system shall be hosted should comply with the SLA requirements as provided in this RFP document, shall have following capabilities:
 - i. **Scalability:** The configuration of the DC and Cloud DR is expected to have adequate upgrade capability in terms of processors, RAM, disk storage etc. which should be achievable with minimum disruptions to running system/ processes and no additional cost to MLS. Also, for any software upgrades, updates, patches etc. released by the various product owner/OEM, the Cloud should be capable to implement the same seamlessly as and when it gets released by the application owner/OEM with no additional cost to MLS.
 - ii. **Reliability:** The DC and Cloud DR should be reliable to comply with the SLA requirements provided in this RFP document and there should not be any outages. DC and Cloud DR platform should always run in redundancy/High Availability so that in case of any outage system should automatically switch to the available servers.
 - iii. **Security:** The Cloud should have highest level of security features against both physical as well as cyber threats.
 - iv. **Backup:** Appropriate archiving system (i.e. SAN, tape library, optical backup equipment or better alternative etc.) to be available on DC and Cloud DR. In the event of serious failure, backed up data must be restored in quickest possible time to ensure continuity of the services.
- l) The MSP shall formulate an effective Back-up Strategy and Disaster Recovery Plan and take sign-off from MLS. MSP shall be responsible for the implementation of approved Back-up and Disaster Recovery plan.
- m) DR Should be 100% of DC without any additional software and Database license cost implication on MLS.
- n) During any outage, DRC shall become the primary site and 100% data recovery shall be ensured.
- o) The specification of the servers shall be designed to ensure high availability of servers. All the major servers should be configured in such a way that there is no single point of failure. In case there is any requirement of application specific server

at any point of time, the supplier shall be required to provide the same also without any additional cost to MLS.

- p) DC and Cloud DR platforms should provide sufficient capacity in terms of data processing, data storage and network bandwidth to handle the overall load and traffic coming to the application without compromising the overall performance of the system.
- q) MSP shall consider 1% Y-o-Y data growth after completion of Year 1 for the application users and concurrent users as per volumetric estimates provide in Annexure 2 of this document.
- r) It shall be the responsibility of MSP to prepare the specification for DC and Cloud DR i.e. CPUs, RAM, storage, required software, other equipment, and the network requirements for running the application efficiently. Whatever infrastructure is needed shall be clearly accounted in the bid document. MSP should provision all the servers (development, test, staging and production) on DC and Cloud DR.
- s) Appropriate redundancies shall be built in the IT infrastructure as per standard industry practices.
- t) The MSP shall also ensure that the hosting services should be portable to another Cloud Service Provider without any changes to hosting environment and no additional cost to MLS.
- u) The Cloud service should provide dedicated IP, dedicated TLS certificate.
- v) Virtualization technologies to be used as required
- w) Minimum Requirements from Hosting Services:

Virtual Machines:

- i. The underlying processors should be latest by the processor OEM at the time of bidding.
- ii. Self-service provisioning of multiple VMs concurrently either through a programmatic interface (i.e. API/CLI) or through a management console or Web Portal.
- iii. VMs should be customizable, i.e., ability to modify configuration settings for vCPUs and RAM
- iv. Ability to automatically increase/scale the number of Instances/VMs during demand spikes to maintain performance (i.e. 'scale-out')
- v. Cloud service architecture should be in such a way to avoid VM outages or downtime when the provider is performing any kind of hardware or service maintenance at the host level

Network Services:

- i. **DNS as Service:** Highly available and scalable Cloud Domain Name System (DNS) web service with features like DNS Failover, DDOS Mitigation, Geo DNS, Latency Based Routing, Weighted Round Robin (WRR) functionality Private DNS for Cloud-based servers, access to management console. The service should support internal domain names for intranet portals.

- ii. **IPSec VPN Connections:** The remote access VPN solution should enable users to access IT resources from outside the organization's network securely and seamlessly without requiring a dedicated client to be installed on the remote computer. The clientless web access (SSL VPN) solution must be able to:
 - 1) Provide support for multiple desktop and mobile platforms including Windows, MAC, and Linux, mobile OS (Android and iOS) environments.
 - 2) Easily integrate with existing authentication services: LDAP, Active Directory for user authentication and authorization.
 - 3) Provide built-in support for two-factor authentication methods (such as SMS/email-based token etc.)
 - 4) Provide easy web-based management, role-based administration, detailed audit and logs for incident isolation and troubleshooting, and extensive filters and statistics per day, week, and month.

DC and Cloud DR Management, Monitoring and Compliance Services:

- i. **DC and Cloud DR Resource Monitoring:** System shall have the capability to monitor DC and Cloud DR environment centrally, custom monitoring metrics, monitor and store logs, view graphs and statistics, set alarms, monitor, and react to resource changes. Support monitoring of custom metrics generated by your applications and services and any log files your applications generate. Gain system-wide visibility into resource utilization, application performance, and operational health, using these insights to react intelligently and keep applications running smoothly.
- ii. **Personal Health Dashboard:** System shall provide alerts and remediation guidance when DC and Cloud DR is experiencing events that may impact the customer. Personalized view into the performance and availability of the DC and Cloud DR services underlying Cloud resources.
- iii. **Audit Trail:** Logs of all user activity within a DC and Cloud DR account including actions taken through the DC and Cloud DR's Management Console, SDKs, command line tools, and other DC and Cloud DR services. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the Cloud service.
- iv. **Governance and Compliance:** System should have the capability to discover all of DC and Cloud DR resources and view the configuration of each. It should continuously monitor and record DC and Cloud DR resource configurations and allows to automate the evaluation of recorded configurations against desired configurations. Users should receive notifications each time a configuration changes, as well as dig into the configuration history to perform incident analysis. System should have the capability to obtain details of what a resource's configuration looked like at any point in the past. Also, system should notify each configuration change so that users can process these notifications programmatically. MSP should also provide the real-time dashboard to MLS for monitoring DC and Cloud DR utilization and other DC and Cloud DR reports.

- v. **DC and Cloud DR Advisor:** System should analyse the DC and Cloud DR environment and provides best practice recommendations (or checks) in five categories: cost optimization, security, fault tolerance, performance, and service limits.

2.4.1.2.10 Installation/ Upgrade/ Enhancement

- a) The system should facilitate seamless upgrades (deployment of patches/ new version) without any adverse impact on the system and its components.
- b) The MSP should provide notification and patches for system enhancements and fixes to the application after implementation on a proactive basis.
- c) The system should have facility to maintain versions with changes/ modifications made in each release.
- d) The MSP shall ensure that future upgrades, enhancements, and bug fixes are not impacted. Every custom development must be documented in detail and the code/script should be properly annotated with comments.

2.4.1.2.11 Scalability

- a) The system should be scalable to handle the peak load coming from different types of users i.e. Internal and External Users, and should support high volume of data upload, without compromising response time or efficiency of the system.
- b) A load balancer should be deployed to optimize resource use, maximize throughput, minimize response time, and avoid overload of any single resource.
- c) Scalability of the solution is to be achieved at least along the Dimensions described below:
 - i. Scalability in terms of the volumes of transactions handled: This translates to the facility to enhance the hardware, software, and network capacities to maintain the performance levels always in tune with the SLA metrics.
 - ii. The system should allow addition of more users as and when required, without affecting the performance of overall application/ other functioning modules.
 - iii. Scalability in terms of addition of new services of an existing department: This translates to seamless and effortless integration with the backend application such that new services can be added and deployed with relative ease.
 - iv. Scalability in terms of addition of new departments: This translates to seamless integration with heterogeneous systems at the backend with relative ease of deployment of the applications and services, maintaining the common look and feel and functionality at the front-end.
 - v. The system should allow addition of more modules/ sub-modules without affecting the performance of overall application/ other functioning modules.

- vi. Scalability in terms of addition of new channels of delivery: This translates to designing the systems suitably to provide services through other delivery channels like the mobile devices and other devices.

2.4.1.2.12 Security

- a) The system should provide well-designed identity and privileged access management system, security of digital assets, data, network security, backup, and recovery/ disaster recovery system.
- b) The system should be free from OWASP (Open Web Application Security Project) Vulnerabilities
- c) Captcha to be implemented to prevent password cracking tools.
- d) Secure mechanism of changing the password in lost/forgotten scenario for the authorized administrators.
- e) The system must have proper security and maintenance facility with access control features for controlling the access rights over the system and over the various functions/ features available for different types of users.
- f) Website/portal should be able to generate mail Alert and historical report in the security report viewable to the administrator containing the Time, IP address of attackers, the page under attack, and the parameter under attack with the attack values.
- g) There should be a provision of blocking any IP or Network by assigning IP Address range from accessing the pages of admin module of the website/portal; also, the main website. So that identified attackers can be blocked.
- h) The admin module, uploader module should be in separate folder so that HTTPS can be configured on the functionality that requires login action to be done.
- i) Unauthorized access should be restricted and only authorized users with valid login-ID and password should be allowed to access the legitimate features i.e. access to data file, module, screen, data table, record, field, etc. If required, second level password may be provided for accessing certain features/ screens/ transactions.
- j) To maintain information security during transaction the developed system should support both HTTP and HTTPS, all internal data communication shall be done through encrypted mode using latest version of TLS (Transport Layer Security)/ SSL (Secure Socket Layer).
- k) The system should have a capability to assign activities to roles, and map roles to users and provide role-based access to users.
- l) Although most of the information in the system will be available for public, but certain information will only be restricted to certain departments and officials of MLS. Appropriate role based security should be provided so as to who will and how will they have the right to view and handle the limited information about the digitized documents. Should give specific rights to MLS officers or employees in each position to manage access right to such information. If anyone handles a File / document in

the system, notice should go to the superior officer of that post/department and the system should also generate information about which File / document has been viewed or downloaded by any officer / employee and its daily / weekly report will be received by the senior officer of the concerned MLS department. User ID and password related to officer / employee will be linked to their official mobile number (as per information in the official records). While searching for limited information (which is not available to everyone) in the system, the OTP (One Time Password) based security arrangements should be made in the proposed solution (including web and mobile application) so that the relevant documents / files can be viewed only after getting authenticated with OTP.

- m) The system should notify security/ system administrator regarding unauthorized access or attempt to access and record in a log with reporting mechanism.
- n) The system should have the feature of automatic log-off if there is no user activity for specified time.
- o) The application should have sufficient validation checks at GUI/ presentation layer for validating the data formats.
- p) The application should provide safeguards to prevent damage to data from user errors, simultaneous updates, module unavailability or system failures.
- q) The system data must be kept on storage media with high tolerance of failure/ accident/ natural calamity.
- r) The application must have integrated security/ monitoring features with the following:
 - i. Definition of roles and users
 - ii. Define role-wise add/ edit/ view/ delete rights for each entry form/ report in all modules
 - iii. Digital time and user stamping of each transaction
 - iv. Online monitoring of the user activities using user activity logs
- s) **Anti-Virus and Anti-Spam Services:** Anti-Virus and Anti-Spam shall be deployed to keep the servers and application secure from the attack of virus, spyware, Trojans, and spam. This shall also act as a centralized system for updating the virus definitions on the systems across offices of MLS.
- t) **Virtual Firewall:** Instance Level and Subnet Level and Web Application Firewall:
 - i. System shall have capability to protect network subnets with access controls that provides an optional layer of security that provides a stateless firewall for controlling traffic in and out of a subnet.
 - ii. System shall have capability to segregate public subnet and private subnet.
 - iii. System shall have capability to configure route tables that define which subnets can route external traffic over backend VPN or site-site connections, VPC peering connections, Internet connections, or even specific virtual machine instances.

- iv. System shall prevent packet sniffing: Virtual instances should be designed to prevent other instances running in promiscuous mode to receive or “sniff” traffic that is intended for a different virtual instance. Even if tenants configure interfaces into promiscuous mode, the hypervisor should not deliver any traffic to them that is not addressed to them.
- v. System shall prevent IP Spoofing: The DC and Cloud DR service should not permit an instance to send traffic with a source IP or MAC address other than its own.

u) Anti-Malware / HIPS (Host Intrusion Prevention System) and NIPS (Network Intrusion Prevention System):

- i. Firewall with Intrusion Prevention System shall be configured and deployed to stop intrusion and other threats coming from the network before it enters the system.
- ii. The solution shall be able to deliver Antimalware, Firewall, HIPS, Integrity Monitoring features, Log Inspection and Application control through an agent.
- iii. System should be capable of performing recommendations scan and able to monitor critical OS and application elements (files, directories, and registry keys) to detect suspicious behaviour, such as modifications, or changes in ownership or permissions.
- iv. The solution should deliver virtual patching updates and HIPS should work in detect only mode and prevent mode.
- v. Solution should support creation of custom packet inspection rule, protect against fragmented attacks, and should allow to block based on thresholds. Packet Inspection should protect operating systems and web applications etc. against attacks such as SQL injections and cross-site scripting.
- vi. Detailed events data to provide valuable information, including the source of the attack, the time, and what the potential intruder was attempting to exploit, shall be logged.
- vii. Solution should provide vulnerability scanning to automate provisioning and de-provisioning of HIPS rules and should provide recommendation scanning against existing vulnerabilities.
- viii. Solution should support virtual patching both known and unknown vulnerabilities and Virtual Patching should be achieved by using a high-performance packet inspection.
- ix. Firewall rules should filter traffic based on source and destination IP address, port, MAC address, etc. and should detect reconnaissance activities such as port scans, Computer OS fingerprinting, SYNFIN SCAN, XMAS Scan etc.
- v) **DDoS Protection:** Managed DDoS protection service that defends against most common, frequently occurring network and transport layer DDoS attacks that target web site or applications. When used with Content Delivery Network and global DNS service, should provide comprehensive availability protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency.
- w) **Identity and Access Management:** Securely control users' access to DC and Cloud DR services using a range of security credentials including passwords and key pairs.

Create and manage users and groups, and grant or deny access to compute, storage and network. A dedicated Privilege access management tool shall be part of proposed data security solution for the purpose of privilege access management, password management, session management & Log management.

- x) **Managed Threat Detection Service:** Continuously monitor for malicious or unauthorized behaviour to help you protect your accounts and workloads. It should monitor for activity such as unusual API calls or potentially unauthorized deployments that indicate a possible account compromise. The service should also detect potentially compromised instances or reconnaissance by attackers.
- y) There should be 3 levels of Security Considerations as described below:
 - a. Application Level Security:
 - i. User authentication
 - ii. User authorization i.e. role-based access to services, transactions, and data
 - iii. Digital Certificate to be used for signing the documents
 - iv. Secure storage of user credentials
 - v. Comprehensive logging and audit trail of sessions and transactions
 - b. Network/ Transport Level Security:
 - i. Network Link Encryption (IPSEC)
 - ii. Encrypted HTTP session using SSL (HTTPS)
 - c. Server Level Security:
 - i. Firewall to filter unauthorized sessions/traffic
 - ii. Intrusion Prevention System to detect/ prevent unauthorized activities/ sessions
 - iii. Server –to-server communication encryption
 - iv. Secured/ encrypted storage of data/ data elements in Database and DB Backups
- z) **Two Factor Authentication**
 - d. The solution (mobile and web) should support the Two Factor Authentication both OTP (One Time Password)/soft tokens and PKI authentication technologies.
 - e. The solution should have the capability to be deployed in such a way that the user's login experience should remain unchanged – there should be no user training required.
 - f. The solution should prevent against all Man-in-the-Middle including advanced phishing, pharming, Man-in-the-Browser, Key logger, and Mouse click logger attacks.

- g. For the hardware/software token management system, all activities at admin console should have an audit trail of all logon attempts and operations. Confidential logs should be tampering proof. The tools should be provided to check the integrity of logs.
- h. The solution should not store user credentials in any form at the server like passwords, hash of passwords, any pre shared secret etc. In other words, there should be only copy of the user credential which should reside only with the user.

2.4.1.2.13 System Control and Audit

- a) The system should maintain all the instances, audit trails, audit logs and transaction logs (what, when, who has changed).
- b) The application shall log all the actions done by individual users with username, date time stamp and the administrator shall be able to generate detailed audit logs and history of the process instance.
- c) It should enable availability of user wise online audit trails/ logs which should be archived based on user, date, time etc. as part of audit records keeping.
- d) All the edited and deleted (if any) records should be traceable and copy of all records should be kept in the system and which should be available with MIS reporting of the same.

2.4.1.2.14 Data Backup/ Data Archival/ Restore

- a) The MSP shall prepare a business continuity plan for ensuring uninterrupted services of the solution. In case of server failure, system should support auto-switching of failover to another available/ backup server.
- b) The system should be able to archive data, based on user specified parameters (i.e. date range) and restore archival data for online use whenever required.
- c) Backup and recovery of all the system software, application software, database, etc. as per GoI policy (Guidelines for Government Departments for Adoption/ Procurement of Cloud Services).
- d) The system should provide features to schedule backup/ restore operations. The MSP should ensure that activity such as proper Data Backup, Data Restoration, and Data Synchronization at Disaster Recovery site are tested and implemented properly as per the standard norms.
- e) The system should produce a report for each backup/ restore activity.
- f) The system should support direct backup of data from one machine to another/ from server to back tapes/ CDs/ Storage Area Network etc.
- g) The system should have provision to keep data on storage media with high tolerance of failure.
- h) The system should allow recovery of data in case of hardware/ software failure and data corruption. It should be able to perform recovery to a point of time, to known backup database.

- i) For backup data, highly available durable Storage shall be offered with minimum two copies of the data in the Primary Site.
- j) System shall offer users the ability to increase the size of an existing block storage volume without having to provision a new volume and copy/move the data.
- k) System shall support complete eradication of data such that it is no longer readable or accessible by unauthorized users and/or third parties.
- l) System shall offer server-side encryption of data 'at-rest', i.e., data stored on volumes and snapshots.
- m) The MSP shall prepare a data archival, retention, disposal, and backup policy in consultation with MLS officials.

2.4.1.2.15 Database

- a) The database technology should be a full-featured NoSQL and should adhere to ANSI standards.
- b) Database should be able to compress structured data and unstructured data such as documents, images, and multimedia.
- c) Database should support data mining techniques and allow seamless integration with a Digitalized data warehouse. The data mining techniques like classification, clustering, regression, and association rule learning should be supported by the database to support data mining applications developed in the application layer.
- d) Database should support continuous Log replication between primary node and secondary node in Synchronous or Asynchronous mode.
- e) The solution should use appropriate storage options for storing unstructured data such as documents, images, and multimedia instead of storing it in NoSQL system.
- f) Database should provide high availability and disaster recovery using cost effective option of automatically synchronizing the transaction logs to disaster site, which in case of fail over the other node provides the availability of all data.
- g) The solution should provide controls for database security and monitoring.
- h) The solution should have database health monitoring components which can ensure application availability and performance.
- i) The MSP while implementing a data base solution, shall carry out all the related tasks, including the following:
 - i. Design and develop the data model to fulfil the functional requirements of MLS and provide a comprehensive view of the entire digitalized debates and other materials of MLS departments.
 - ii. Ensure the data integrity & consistency is always maintained.
 - iii. Ensure storage of documents and images like; Debates, Bills, Laws, Government Resolutions, Gazettes, Publications, Court rulings, Committee reports, MLS department's documents and others

- j) Robustness: Should assure high availability of data with regular backup
- k)

2.4.1.2.16 Enterprise Monitoring System (EMS)

- a) MSP shall supply, deploy & configure EMS tools to MLS for Project Management & Monitoring during implementation and operation & maintenance period
- b) MSP shall be responsible for providing tools, in line with industry standards for Evaluation and SLA Monitoring during O&M period. Such tools should be capable of monitoring the performance of the MSP & provide automated consolidated SLA reports for all the SLAs as mentioned in this RFP including real time status of various service levels achieved
- c) MSP should make available the SLA report through a centralized web access / dashboard the access for this to be given to at least 5 users of MLS. The dashboards to be made for two levels (Principal Secretary / Secretary level as well as operational dashboard) for MLS IT operations team
- d) The implemented EMS solution to help MLS in data driven decision making. Once the tool is implemented the MSP shall also get the implementation certified from the respective OEM confirming that the tool has been correctly implemented. MSP shall also provide 2 days in-depth training to at least 20 users of MLS on usage and operations of EMS solution
- e) The EMS should be able to support the proposed hardware and software components at DC and Cloud DR over the tenure of the contract. The system should be capable of providing early warning signals to MLS on the solution performance issues, and future infrastructure capacity augmentation.
- f) MSP is expected to provide and implement the EMS encompassing the following functions:
 - i. Configuration Management
 - ii. Fault Management
 - iii. Incident, Problem and Change Management
 - iv. Asset Management
 - v. Remote Control
 - vi. SLA management and monitoring
 - vii. Performance management
 - viii. Monitoring Backup and Management
 - ix. Event Management
 - x. Server, storage, and other infrastructure management
 - xi. Network Link Monitoring
 - xii. Other modules as required by MSP to meet the requirements of this RFP

- g) Also, the new system should be extended to any new device which shall be added in future to fulfil the project requirements.
- h) MSP shall also provide the Login of EMS to MLS, so that key members of the Project Management Committee (PMC) can monitor the SLA compliances.

2.4.1.2.16.1 Application Performance Monitoring

- a) The proposed solution must be able to perform infrastructure aware application triage, i.e. pin point network issues causing application degradation.
- b) The proposed solution must determine if the root cause of performance issues is inside the monitored application, in connected back-end systems or at the network layer from a single console view
- c) The proposed solution must proactively monitor 100% of real user transactions; detect failed transactions; gather evidence necessary for triage and diagnosis of problems that affect user experiences and prevent completion of critical business processes
- d) The proposed solution must provide complete end-to-end transaction visibility by monitoring at a transactional level and without deploying any software at end user desktop.
- e) The proposed solution must provide a single view that shows entire end-to-end real user transaction and breaks down times spent within the application components, SQL statements, backend systems and external 3rd party systems
- f) The proposed solution must be able to provide root-cause probability graphs for performance problems showing the most probable root-cause area within application infrastructure.
- g) The proposed solution must provide a real-time application topology map to triage and quickly pinpoint the component causing a performance bottleneck in the end-to-end transaction flow.
- h) The proposed solution must gather available performance indicator metrics from all within real-time production environments and real user transactions 24x7 with minimal overhead on monitored applications without sampling.
- i) The proposed solution must provide for easy dynamic instrumentation of application code, i.e. be able to enhance out of the box monitoring with extra monitoring definitions without having to restart application or JVM/ .NET Worker Process.
- j) The proposed solution must be able to detect production Memory Leaks from mishandled Java Collections and Sets and isolate exact component creating leaking Collection or Set (or .NET Memory Leaks within the CLR).
- k) The proposed solution must allow monitoring granularity of no more than 15 seconds for all transactions.
- l) The proposed solution must report of response times of Java/.Net methods based on simple method parameters (Strings, Integers etc.).

- m) The proposed solution must provide real-time monitoring of resource utilization like memory usage, DB connection pools and Threads.
- n) The proposed solution must be able to identify socket and file Input / Output activity from the application.
- o) As a means of detecting poorly performing SQL, the solution must be able to proactively record all SQL calls, and report on the slow performing ones. The SQL measurements must be made from within the monitored application – not using an external database agent.
- p) The proposed solution must monitor performance of all stored procedures being executed from within the Java/.NET application.
- q) The solution should have provision for automatic transaction discovery, for example by setting up some bounding parameters to describe transactions like the web site, the language, and parameters (such as post, query, and cookies).
- r) The proposed solution must provide ability to monitor performance of applications up to the method level of execution (Java/.Net method) 24x7 in production environments with negligible impact on monitored application.
- s) The proposed solution must be able to report on any application errors occurred while executing application functionalities and pinpoint exact place of error within transaction call stack.
- t) The proposed solution must provide for at least 2 levels of thresholds which can be set on alerts and provide for actions so that alerts can automatically trigger other processes when thresholds are breached. The proposed solution must not necessitate any changes to application source code.
- u) The proposed solution must proactively identify any thread usage problems within applications and identify stalled (stuck) threads.
- v) The proposed solution should allow query statement normalization by aggregating hundreds of related query statements into a single performance metric using regular expressions and pattern matching.
- w) The proposed solution must monitor individual web service and performance transaction debugging for web services. The proposed solution must also monitor web services across multiple processes (cross JVM tracing)
- x) The proposed solution should eliminate problem resolution guesswork by using its performance metrics to automatically identify complex emerging performance issues, enabling triage and diagnosis teams to solve problems faster and understand their environments better.

2.4.1.2.16.2 End-User Experience Management System

- a) The solution should act as a passive listener on the network thus inducing zero overhead on the network and application layer.

- b) The proposed system must be able to detect user impacting defects and anomalies and reports them in real-time:
 - i. Slow Response Time
 - ii. Fast Response time
 - iii. Low Throughput
 - iv. Partial Response
- c) The proposed system must be able to provide the ability to create user groups based on application criteria or location and link user ids to user names and user groups.
- d) The proposed system must be able to provide user usage analysis and show how user's success rate, average time and transaction count has changed over a specific period of time such as current week versus previous week.
- e) The proposed system must be able to provide the ability to detect and alert when users experience HTTP error codes such as 404 errors or errors coming from the web application.
- f) The proposed system must be able to provide root-cause probability graphs for performance problems showing the most probable root-cause area within application infrastructure.
- g) The proposed solution should be capable of identifying the problem domain (browser, network or application) thereby it should monitor the browser side metrics and provide reports in real time for:
 - i. DOM Construction Time (ms)
 - ii. Page Load Time (ms)
 - iii. Previous page unload time (ms)
 - iv. Browser Render Time (ms)
 - v. Page Roundtrip Time (ms)
 - vi. Responses Per Interval (browser activity)
- h) The proposed solution should be capable of collecting Browser metrics without the need to install any agents on the end user desktops, by way of dynamic java script injection.
- i) The proposed solution must be able to provide real time transaction health metrics and end user experience quality metrics anytime, anywhere for the business executives.
- j) The proposed solution must be able to provide the business executives the flexibility to select, organize and monitor real time business indicators with the help of an interactive user interface
- k) The proposed solution must be able to work consistently on a variety of mobile devices such as i-phone, i-pad, Android phones etc.

- l) The proposed solution must be able to provide flexibility by enabling addition of annotations to business indicators to enhance clarity and context around its behaviour enabling better information sharing and collaboration.
- m) The proposed solution must be able to maintain centralized control of data and security of the data that is viewed on the smart devices like i-phone, i-pad etc.

2.4.1.2.16.3 General Monitoring Platform Requirements

- a) The Monitoring Solution should provide End to End Monitoring of Complete IT Infrastructure including:
 - i. Server Monitoring
 - ii. Application Monitoring
 - iii. End User Experience Monitoring
 - iv. Database Monitoring
 - v. Virtualization Platform Monitoring
 - vi. Storage Monitoring
- b) The proposed solution should be capable to provide hybrid monitoring architecture through agent/agentless approach
- c) The Platform must support Event Correlation Alerting (ECA) integrations to trigger automated creation of incidents, problems, and changes based upon alarms and events correlation.
- d) The proposed monitoring solution should provide capability to integrate with hardware monitoring platforms.
- e) The proposed monitoring solution should possess the inherent capability to leverage API's and SDK's to enable integration and monitoring.
- f) The proposed monitoring solution should have capability to configure actions based rules for set of pre-defined alarms/alerts enabling automation of set tasks.
- g) The Platform must include an event correlation automatically fed with events originating from managed elements, monitoring tools or data sources external to the platform. This correlation must perform:
 - i. Event filtering
 - ii. Event aggregation
 - iii. Event masking
- h) The Reporting Portal should be Completely web based with ability to define Accounts and Users for Role Relevant Views
- i) The proposed solution should provide the ability to create custom dashboards with ability to aggregate metrics from all monitored devices and should provide drill down functionality to other defined dashboards within the tool.

- j) The proposed solution should provide ability to monitor and generate alarms for set threshold for pre-defined Service level agreement for monitored metrics. The proposed monitoring solution should provide functionality to sync with online library for latest updates and support for new functionalities.

2.4.1.2.16.4 Server Monitoring Requirements

- a) The Solution should monitor heterogeneous operating systems for both physical and virtual environments OS including but not limited to Windows 32/64 bit, All Major Flavours of Linux, Solaris, Unix etc.
- b) The solution should be able to monitor non-SNMP devices (e.g. using WMI, Telnet, SSH etc.)
- c) The solution should monitor all server files and directories.
- d) The solution should monitor File System Mounts for presence / absence / functionality
- e) The solution should generate alarms based on what is currently mounted compared with what is configured on a defined compliant system.
- f) The solution should support monitoring any ASCII based log files.
- g) The solution should support monitoring of Windows Event Logs and provide correlation of events for these.
- h) The solution should support monitoring of performance counters in Windows/Linux environment.
- i) The solution should support monitoring of services/processes in a Windows / Linux environment.
- j) Processes monitoring should also have ability to track CPU and Memory consumption of the monitored process for alerting and reporting/trending purpose.
- k) The solution should report on services not in the expected state and optionally start or stop them.
- l) The solution should support the monitoring of processes & taking automated actions
- m) The solution should support monitoring new processes that come up on a server.
- n) The solution should support monitoring CPU performance over defined user defined time periods of time
- o) The solution should support monitoring Availability and performance of memory, including upper and lower thresholds and types of usage
- p) The solution should support monitoring Local and Attached Disk capacity and provide delta change in used capacity
- q) In Windows/UNIX/Linux environments the solution should support monitoring Alerts & Log Messages, including regular expression matching.

- r) In Windows/UNIX/Linux environments the solution should support monitoring Performance counters for IO
- s) In Windows/UNIX/Linux environments the solution should support monitoring Running services and in-progress jobs
- t) The solution must monitor the availability, health, and performance of Microsoft Distributed File Services namespace and replication.
- u) The Solution should Monitor automatic reboots of servers
- v) The Solution should support monitoring new processes that come up on a server

2.4.1.2.16.5 Network Monitoring Requirements

- a) The Solution should provide capability to monitor any device based on SNMP v1, v2c & 3
- b) The Solution should monitor bandwidth utilization.
- c) The Solution should monitor utilizations by type of traffic.
- d) The Solution must be capable of monitoring the availability, health, and performance of core networking devices including but not limited to CPU, memory, temperature
- e) The Solution should have the ability to issues pings to check on availability of ports, devices.
- f) The Ping Monitoring should also support collection of packet loss, Latency and Jitters during ICMP Ping Checks
- g) The Port Check for IP Services monitoring should also provide mechanism to define new services and ability to send custom commands during port check mechanism.
- h) The Solution should have the ability to receive SNMP traps and syslog.
- i) The Solution should automatically collect and store historical data so users can view and understand network performance trends.
- j) The solution should be capable of monitoring network delay/latency
- k) The solution should be capable of monitoring delay variation
- l) The solution should be capable of monitoring packet loss, Packet QOS, Packet Errors on one or more ports
- m) The solution should allow users to access network availability and performance reports via the web or have those delivered via e-mail.
- n) The solution should support auto-discovery of network devices
- o) The solution should have the ability to schedule regular rediscovery of subnets.
- p) The solution should provide the ability to visually represent LAN/WAN links) with displays of related real-time performance data including utilizations.
- q) The system should provide discovery of heterogeneous physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and do mapping of LAN & WAN connectivity.

- r) The solution should provide capability to mask the default port speed for accurate % port utilization reporting
- s) The System shall support monitoring of Syslog
- t) The solution should provide capability to add an IP device or IP Range or IP subnet with functionality supporting multiple SNMP strings.
- u) The solution should provide capability to add devices from word or excel file by drag and drop functionality and auto configure based on pre-defined settings.
- v) The solution should allow easy configuration of polling frequency till per second scenario.

2.4.1.2.16.6 Database monitoring requirements

- a) The solution should monitor multiple database servers and multiple versions of each server including: Oracle/ SQL Server/ Informix/ DB2/Sybase/MySQL/NoSQL and others including database proposed by MSP.
- b) The Solution should Provide SQL Response Time for Monitoring Custom Queries
- c) The Solution should provide response time Monitoring for custom queries through JDBC Mechanism to allow monitoring unsupported databases
- d) Database Space Monitoring for both file group and transaction log (Warning threshold, Critical threshold as well as file group/log full)
- e) Performance monitoring - capture of DB Engine related performance counters as well as threshold alerting
- f) The solution must support SQL Agent monitoring - failed jobs, long running jobs
- g) The solution must support Database Health and Settings - Check database status (offline, suspect), Check database options (auto grow, auto shrink, auto close etc.)
- h) The solution must support monitoring of Replication, DB Mirroring and Log shipping if applicable
- i) The solution must be able to report & check for last recent Full database backup and last recent Transaction Log backup
- j) The solution must monitor for Blocking (exceeding duration) and Deadlocks
- k) The solution must be able to run power shell, vbscript, cmd and vbscripts to perform tests on the database and have the results put into the solution as performance data and or alarms
- l) Inclusion of SQL statements within the Solution should be a standard "easy-to-use" function achieved without programmatic intervention.
- m) The solution should support auto-discovery of database instances.
- n) The solution should support the creation and management of reusable test templates that contain a specific pre-defined set of database checkpoints/measurements.

- o) The solution should support the use of schedules and time filters for database monitoring.

2.4.1.2.16.7 Virtualization Monitoring Requirements

- a) The solution should provide support for leading virtualization platform like VMware, HyperV, Zen, IBM PowerVM, KVM etc.
- b) The solution should support monitoring of virtualized environment through management interface.
- c) The solution should provide capability to monitor events generated by the hypervisor to generate alarms and alerting functionality
- d) The solution should provide capability to create monitoring template and auto configure any newly detected virtual machine.
- e) The solution should provide a configurable interface to view performance metrics related to virtualization infrastructure
- f) The solution should provide capability to monitor the availability to Web API's of application.
- g) The proposed solution should be integrated with centralised monitoring tool to enable aggregation of alarms and alerts.
- h) The proposed solution should allow reporting through unified reporting console along with other infrastructure devices being monitored.

2.4.1.2.16.8 Storage Monitoring Requirements

- a) The proposed solution should be able to monitor leading enterprise storages through standard interfaces
- b) The proposed solution should be able to monitor In depth metrics and performance data for supported storage platforms
- c) The proposed solution should automatically discover storage configuration and auto-applies monitoring by template
- d) The proposed tool should be able to monitor other storage devices through SNMP

2.4.1.2.16.9 SLA monitoring requirements

- a) General: The solution must support Service Level Agreements Lifecycle Management including Version Control, Status Control, Effectively and audit Trail.
- b) General: The solution must provide a flexible framework for collecting and managing service level templates including Service Definition, Service Level Metrics, Penalties, and other performance indicators.
- c) Service Delivery: The solution must have the ability to define and calculate key performance indicators from an End-to-End Business Service delivery perspective.
- d) Contract Management: The solution must support dependencies between supplier contracts and internal or external contracts.

- e) Bonus & Penalty: Support for Defining and Calculating service Credit and Penalty based on clauses in SLAs. Support for Defining and Calculating service Bonuses based on clauses in SLAs
- f) Alerts: The solution must support delivery mechanisms to indicate/notify whether SLA targets are being achieved or violated.
- g) Business Impact Analysis: The solution must make it possible to find the underlying events that cause the service level contract to fail.
- h) Dynamic Calculations: The solution supports dynamic service level targets to reflect obligations importance and priority over time.
- i) Audit Trails: Full electronic audit trails available for both system and user transactions.
- j) Reporting: Report module and SLA Management module must be integrated to provide ease-of reports configuration and execution.
- k) ITIL: The solution supports ITIL standards.

2.4.1.2.17 Operations

- a) The application should have inbuilt analytics capability and able to generate user friendly MIS reports, Graphical reports etc. in customized and standard form. The following types of reports, but not limited to, are required to be generated from this sub module. The report should be generated in standard formats like MS Word, MS Excel, Adobe Acrobat files etc.:
 - i. Fixed Format Reports: Application should have robust reporting capability, and should be able to generate in multiple formats including XML, MS Word, MS Excel, Adobe Acrobat files etc. The output should be delivered through email or should be printed.
 - ii. Ad-hoc Reports: Application should provide ad hoc query and analysis capability so that business users could create new analyses from scratch or modify existing analyses.
 - iii. Tools and utilities should be provided to facilitate design layout using MS Word, MS Excel, Adobe Acrobat etc.
 - iv. System shall allow user to generate MIS reports/previous trends/graphics etc. as per the business process requirements. They should be customizable as per user requirements.
- b) The application should provide dynamic dashboards to pre-defined users. The layout and content of the dashboard would be based on the user role/ category/ type etc.
- c) The application shall periodically and automatically save the data entered by the user into the system during a live session and shall make the data available to the user as intermediate save even after expiry of the session. System should prompt the user regarding availability of intermediate/ draft data and ask for the permission to save or discard this data.

- d) The application should provide functionality to users in generating customized reports on their own without having knowledge about technical programming.
- e) Any document or report should be previewed before printing.

2.4.2 Stages of Application Development

Each phase of application development and implementation for MLS Digitalization systems need to adhere the below lifecycle:

2.4.2.1 Project Initiation

- a) The MSP shall prepare and submit a project inception report, which will serve as the foundation document for all activities related to the project. The inception report should at least have the following.
 - i. Description of MSP's organization with their proposed staffing, roles, and responsibilities
 - ii. Overall project organization and communication structure
 - iii. Project monitoring and management tools to be used for successful monitoring & management of the project
 - iv. Security and confidentiality practices in accordance with industry best practices to ensure the security and confidentiality of sensitive information, documents, records, software, data, reports, deliverables etc. handled during the entire project.
 - v. Succession planning with requisite checks, handover in case of employee replacement.
 - vi. Project plans giving schedule wise details of various tasks, and subtasks, task completion timelines, dependencies, deliverables, milestones, resource deployment, meetings, reviews, and information required from MLS.
 - vii. project risks that the MSP anticipates and plans to propose towards the risk mitigation.
- b) The MSP will be responsible for preparation of detailed project plan. The plan shall address at the minimum the following:
 - i. Define an organized set of activities for the project and identify the interdependence between them.
 - ii. Resource planning and loading for each phase/activity. This must also indicate where each resource would be based during that phase, i.e., onsite at the MLS office or off site at MSP premises.
 - iii. Establish and measure resource assignments and responsibilities
 - iv. Highlight the milestones and associated risks
 - v. Communicate the project plan to stakeholders with meaningful reports.
 - vi. Measure project deadlines and performance objectives.

- vii. Project Progress Reporting. During the implementation of the project, the MSP should present weekly reports. This report will be presented in the Project Working Group (PWG) meeting to MLS. The report should contain at the minimum the undermentioned:
 - 1) Results accomplished during the period (weekly)
 - 2) Cumulative deviations from the schedule date as specified in the finalized Project Plan
 - 3) Corrective actions to be taken to return to planned schedule of progress
 - 4) Plan for the next week
 - 5) Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of MSP
 - 6) Support needed
 - 7) Highlights/lowlights
 - 8) Issues/Concerns
 - 9) Risks/Show stoppers along with mitigation
 - 10) Proposed changes if any for consideration of Change Advisory Board
- c) Identify the activities that require the participation of client personnel (including MLS, the Program Management Unit etc.) and communicate their time requirements and schedule early enough to ensure their full participation at the required time.
- d) The MSP shall be responsible for providing a web-based Project Management Tool for the department and PMC for reporting and monitoring the progress of the project.
- e) The MSP shall be responsible for providing an online repository tool for maintaining project documentation with version control.

2.4.2.2 System Requirement Study

The MSP must perform the detailed assessment of the business requirements and IT Solution requirements at MLS's Offices at Mumbai and Nagpur locations as mentioned in this RFP.

Based on the understanding and its own individual assessment, MSP shall develop & finalize the System Requirement Specifications (SRS) in consultation with MLS and its representatives. While doing so, MSP at least is expected to do following:

- a) In case of any change in indicative business process and software requirement as mentioned into "Functional Requirements" of this section will provide the modified business processes to the MSP. MSP shall study and revalidate the same with MLS at the time of construction and submit as an exhaustive FRS document.
- b) MSP shall translate all the requirements as captured in the FRS document into SRS.
- c) MSP shall develop and follow standardized template for requirements capturing and system documentation.

- d) MSP must maintain traceability matrix from RFP to FRS to SRS stage for the entire implementation.
- e) MSP must get the sign off from PIC formed by MLS.
- f) For all the discussion with MLS team, MSP shall be required to be present at MLS office with the requisite team members.

2.4.2.3 Solution Design

The MSP shall build the solution as per the indicative solution architecture detailed in figure 5. The solution proposed by MSP should comply with the solution architecture requirements as mentioned therein.

2.4.2.4 Develop

The MSP shall carefully consider the scope of work and provide a solution that best meets the MLS Digitalization System's requirements. The development of the application software will follow the procedure mentioned below:

- a) Software Products (Configuration and Customization): In case MSP proposes software products the following need to be adhered:
 - i. MSP will be responsible for supplying the application and licenses of related software products and installing the same to meet MLS Digitalization System's requirements.
 - ii. MSP shall have provision for procurement of licenses that are perpetual and that should cater to unlimited users. The source code of licenses should be handed over to MLS after contract period.
- b) Bespoke (Custom Developments):
 - i. The successful MSP shall identify, design, and develop components/functionalities that are required to address the MLS requirements mentioned in this RFP.
- c) In both cases of Software Product and/or Bespoke development, MSP shall also supply any other tools & accessories required to make the integrated solution complete as per requirements. For the integrated solution, the MSP shall supply:
 - i. Software & licenses.
 - ii. Supply tools, accessories, documentation and provide a list of the same. Tools and accessories shall be part of the solution.
 - iii. System Documentation: System Documentation both in hard copy and soft copy to be supplied along with licenses and shall include but not limited to following. Documentation to be maintained, updated, and submitted to MLS regularly:
 - i. Functional Requirement Specification (FRS)
 - ii. High level design of whole system
 - iii. Low Level design for whole system / Module design level

- iv. System requirements Specifications (SRS)
- v. Any other explanatory notes about system
- vi. Traceability matrix
- vii. Compilation environment
- viii. Technical and product related manuals
- ix. Installation guides
- x. User manuals
- xi. Business process guides
- xii. Program flow descriptions
- xiii. Data model descriptions
- xiv. Sample reports
- xv. Screen formats
- xvi. Frequently asked questions (FAQ) guides
- xvii. System administrator manuals
- xviii. Toolkit guides and troubleshooting guides
- xix. Other documents as prescribed by MLS
- xx. Quality assurance procedures
- xxi. Change management histories
- xxii. Version control data
- xxiii. SOPs, procedures, policies, processes, etc developed for MLS
- xxiv. Programs:
 - 1. Entire source codes
 - 2. All programs must have explanatory notes for understanding
 - 3. Version control mechanism
 - 4. All old versions to be maintained
- xxv. Test Environment:
 - 1. Detailed Test methodology document
 - 2. Module level testing
 - 3. Overall System Testing
 - 4. Acceptance test cases
- xxvi. Any other documentation required for usage of implemented solution

Note: These documents need to be updated after each phase of project and to be maintained updated during entire project duration. The entire documentation will be the property of MLS.

2.4.2.5 Testing

The MSP shall provide the testing strategy including traceability matrix, test cases and shall conduct the testing of various components of the software developed/customized and the solution. The testing should be comprehensive and should be done at each stage of development and implementation.

The detailed testing requirements are mentioned in section 5 'Testing & Acceptance Criteria'.

2.4.2.6 Project Go- Live Pre-Requisites & Go-Live

- a) MSP shall prepare and agree with MLS, the detailed plan for Go-Live (in-line with MLS's implementation plan as mentioned in RFP).
- b) The MSP shall define and agree with MLS, the criteria for Go-Live and the timelines for the same.
- c) The MSP shall ensure that all the data migration is done from existing MLS applications.
- d) The MSP shall submit signed-off UAT report (issue closure report) ensuring all issues raised during UAT are being resolved prior to Go-Live.
- e) The MSP shall ensure that Go -Live criteria as mentioned in User acceptance testing of MLS Digitalization system is met and MSP needs to take approval from MLS team on the same.
- f) Go-live of the application shall be done as per the finalized and agreed upon Go-Live plan.
- g) Once the System has gone live for each phase of application development the above UAT process needs to be followed.
- h) The MSP shall furnish the Go Live sign off document issued by the MLS's Project Implementation Committee (PIC).

2.5 TRACK 2: DATA DIGITALIZATION

This section provides the high-level requirements for digitalization of debates documents and other material of Maharashtra Legislature Library and other departments of Maharashtra Legislature Secretariat.

There are approximately 1.62 Crores of documents and 3800 hours of videos that needs to be digitalized. The actual number of documents and video hours may vary. The list of the documents and videos to be digitalized are mentioned into the Annexure 1 of this RFP.

The location of digitalization of document and videos shall be discussed during the project inception phase. There are confidential documents and videos which are not in public domain shall have to be digitalize at MLS premise. MLS shall decide on which documents and videos are to be digitalized on premise.

It may be noted by the bidder that the noting in Books and files maintained from the year 1937 and the language of noting are:

- a) In Marathi, Hindi, English and in some places Gujarati, Urdu, and Kannada from 1937
- b) From 1960 onwards the languages of entry are in Marathi, Hindi, and English predominantly.

2.5.1 Documents scanning and digitalization requirements

While digitalizing the documents, the MSP should at least follow the following digitalization steps.

2.5.1.1 Digitalization steps

- a) Initiation
- b) Pre-scanning
- c) Data Entry
- d) Document scanning
- e) Indexing
- f) Archival of Electronic Documents – Backup
- g) Quality Check
- h) Post scanning
- i) Storage upload in SDMS
- j) Data Backup
- k) Training

The sub-activities for above each step are mentioned in figure below.



Figure 6 - Sub-activities for Digitalization of documents

- MSP, if required, may add sub-activities (to respective step) which are required for digitalization of documents. The MSP must comply the activities which are provided in this section.
- MSP shall study from the MLS Department and then clearly understand the quantum of work relating to indexes accordingly. The reference of documents which are to be digitalized are provided in "Annexure 3 – Reference of key documents to be digitalized". The Capturing, Indexing, and storing metadata and relevant information of these documents shall be discussed by MLS with MSP before starting the digitalization of the records.
- MSP shall maintain requisite registers for receiving the records, documents, scanning, uploading and return the same to MLS department.

For example, the following details shall be captured:

- Name & Location of the Office
- Name of Department official with mobile number
- Name of the Vendor Personnel with mobile number
- Type of Book/Index (Book-1, Book-2, Book-3, Book-4, Book-V, Index-1, Index-2 etc.)
- Year of the document
- Size-wise (A0, A1, A2, A3, A4 etc.) count of pages

1. Total number of pages
 2. Number of pages missing
 3. Number of pages torn/damaged
 4. Number of pages in good condition along with document numbers.
- vii. Metadata entry fields
- d) Blind double data entry mechanism to minimize the QC time for the user department and to get the error free record
 - e) Ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books
 - f) Under no circumstances shall the documents be changed, mutilated, destroyed, or replaced by some other documents.
 - g) Any deviation to this shall be considered as Violation and suitable action shall be initiated against the bidder. The documents and their contents shall not be tampered with
 - h) The MSP should check the quality of the scanned documents including the indexed metadata and make the same available to MLS team for quality check
 - i) Each Book & File should be labeled with a printed barcode sticker. The barcode should contain the parameters, which shall be discussed and mutually agreed with MLS by MSP
 - j) Each sheet/page shall be serially arranged and shall be counted while giving the documents back
 - k) The entire data should be uploaded onto Central Server, at DC located at MLS Building Mumbai. The scanned data along with Indexing file must be maintained on DVD/HDD etc. till the data is ported on to the server as required by the concerned authorities and issue of satisfactory certificate
 - l) The MSP must take backup of the scanned documents and other related data daily

2.5.1.2 Infrastructure and manpower deployment requirements

- a) The MSP to deploy, arrange, install & configure the required Infrastructure viz. – scanners, desktops/laptops (along with connecting cabling and power extension cords if required), printers, cameras, UPS, furnishing (table, chairs and others) & manpower at the identified location of MSP and/or MLS for the data digitalization scope of work activities.
- b) The confidential documents of MLS shall be scanned and digitalized at MLS's premise. MLS shall provide the space for the same.
- c) The non-confidential documents of MLS can be scanned and digitalized at MSP's premise. MSP shall have to arrange the space for the same.
- d) The space and furniture (table, chairs, etc.) for setting up the infrastructure as well as the raw power connections will be arranged by MSP.

- e) The MSP must deploy, arrange, install & configure the required Infrastructure viz. – scanners, desktops/laptops (along with connecting cabling and power extension cords if required), printers, cameras & manpower at the identified location of MSP for the Scope of work activities.
- f) The MSP deploy its own human resource for all the above-mentioned activities. MSP shall deploy adequately skilled manpower resources for Supervision, scanning, data entry, indexing, unbinding, and rebinding to complete the job within the specified time.
- g) After completion of scanning, the sheets/pages are to be made into volumes so that the original volume is recreated as is at the stage of handing over for scanning purpose and undertake proper book binding of the papers.
- h) The method of rebinding to be used is “Hardcover binding” method using good quality Rexine cloth cover, head band, spine, end paper, tail paper etc. The color of the Rexine cloth shall vary for Indexes & Volumes and the same shall be informed to bidder by MLS Department. The binding should be undertaken with quality material with a minimum lifespan of thirty years.

2.5.1.3 Input specifications

- a) Approx. 75 to 80% of MLS documents of are A4 and legal size and the remaining are in other sizes such as A-3, A-2, B-4, B-5 and others. Maps and treaties are to be mainly undertaken in A0 size. (As visual materials are part of a file and there is generally no indication about it in the file subject, it is almost impossible to give an exact count of all visual documents. Samples of different types of records shall be shown during the site visit.
- b) Records are old, fragile, deteriorating, rare and brittle.
- c) Some of the pages of the records have stain-marks and worm-marks.
- d) The pages of some records have become translucent due to ageing.

2.5.1.4 Technical requirements

- a) Pre-Scanning
 - i. Define the naming conventions for folders, files, images in concurrence with MLS Officials
- b) Scanning Mode & Dots' per Inch (DPI)
 - i. The documents are to be scanned in 24-bit color mode specs or 8-bit/256 Grey Scale mode in black & white resolution with minimum 300 DPI and maintain original captured in TIFF and images/photographs/treaties are to be scanned minimum 600 dpi. The TIFF is to be converted to plain PDF format before storage into the digitization application.
 - ii. Coloured charts, diagrams, photos, illustration, and others are to be scanned separately whenever applicable.
- c) Image Enhancement Activities:

- i. The TIFF image will have to be further enhanced to increase the visual appeal of the document without altering the authenticity of the original source.
- ii. Image enhancement activities are to be carried out to remove bleed through, black border removal, curvature correction, light equalization, brightness and contrast enhancement, de-noising, de-skew, and de-speckling, cropping, cleaning, sharpness, focus enhancement, background removal for text areas without violating content in picture zones and without altering the original capture dpi.
- iii. The removal of digital noise will include removal of warm-marks and stain-marks to maximum possible extent, while keeping the colour information intact. This component of digital restoration will aim at attaining a relatively high-level noise-free state of the digital images.
- iv. The cleaning of images like removing digital noises around the text and providing the equal margins all around the text.
- v. Resizing of every image with de-skew, rotate, height-width, margin, etc. to make every image perfect and uniform in size.
- vi. Proper editing must be done to the images to straighten the orientation of the content matter if there is any disorientation existing in the pages.
- vii. Nuances in the document such as notes, remarks, and pencil marks are of historical value and they must be preserved in such a way that future generations can study the image in lieu of the original document.
- viii. Image processing will follow a general priority guideline of legibility, aesthetics, and file size in that order.
- ix. For each document, a thumbnail image should also be generated.
- x. The enhanced image will have to be delivered in the JPEG format (ISO DIS 10918-1/ISO/IEC10918-5:2013)
- xi. In case the documents are not legible, it will be the bidder's responsibility to scan the documents on high resolution i.e., 600 dpi or higher.
- xii. In case the content of the documents is not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.
- xiii. The generated PDF/A should be optimized for viewing over the internet i.e., pages should be viewable as soon as they are downloaded without waiting for complete file to be downloaded i.e. A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having to wait for the entire file to download.
- xiv. No document shall be digitized more than once. The file numbering will be checked by the bidder and if there is any discrepancy in numbering, it should be sorted out with the departmental in charge before proceeding.

- xv. No blank pages should be deleted if they are part of the file. The blank page in a file is a page that is entirely blank, or has only page number, or has only rubber stamp

d) OCR (Optical Character Recognition) –

- i. OCR process will be one step conversion from JPEG files.
- ii. Highest recognition accuracy is desired in this process as there is no scope for manual correction of the recognized text.
- iii. OCR compatible with document language over 95% accuracy is desired to be achieved for the digitized documents with printed text.
- iv. The digitized documents would be in the following language - Marathi, Urdu, Gujarati, Kannada, Hindi, English.
- v. OCR should support recognition of multiple languages on the same page.
- vi. Text should be Unicode supporting of all major Indian languages.
- vii. The searchable PDF/A file to be compressed over 90% without altering the original captured dpi, retaining of the page dimensions and without losing the legibility of the document.
- viii. The PDF file will be delivered in PDF/A format (ISO 19005:1/ISO19005-1:2005). All the pages of a single file must be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a PDF/A format.

e) Subject Metadata and Indexing

- i. The metadata for digitalized document should be as per qualified Dublin Core Metadata Element Set (DCMES) which should be further customized as per MLS requirement. For the same, please refer the Annexure-8 for indicative list of metadata list. Additionally, the MSP may use other standards, like Encoded Archival Description (EAD), which is has been developed to address the need to describe relationships between materials.
- ii. Metadata of the all the digitized files describing the content of the scanned document, in searchable format, should be assigned for each chapter / sub-chapter as per Dublin Core for field structure.
- iii. Metadata to be indexed/generated from the pre-defined format, example, metadata from Debates printed books
- iv. The various types of metadata are to be captured, such as Descriptive metadata, Structural metadata, Technical metadata, Administrative metadata.
- v. Administrative or technical metadata incorporates details of original source, date of creation, version of digital object, file format used, compression technology used, object relationship, etc.

- vi. Administrative metadata may reside within or outside the digital object. The bidder would provide the administrative metadata with appropriate documentation.
- vii. An appropriate structural metadata should be provided by MSP to help MLS organize the images files and to allow for navigation with the item through Digitalization platform/SDMS.
- viii. Metadata must be provided in .CSV file and XML file format with every batch of digital records and should be prepared in compliance with the Dublin Core standard for online interoperability.
- ix. The minimum qualification of the skilled manpower, for creation of metadata should be graduate with fluency in Marathi language (writing), related computer skills and understanding of the State Legislature basic functions, to be engaged with this activity.
- x. Manpower engaged should have the language skills to prepare metadata for non-Marathi languages records.
- xi. The metadata indexing must be done with right spelling, punctuation, grammar, and information to the satisfaction of the MLS.
- xii. It is most important to capture the contextual information about the document, which cannot be derived from the just the subject. The document must be read from start to end, to derive the right context of the document and extract relevant "keywords" for the record which would aid the users in efficient retrieval.
- xiii. The records contain handwritten values for the object, that cannot be understood most of the times and it is imperative to go through all the pages of the document, to capture this right.
- xiv. Irrespective of the language in which the document (Books, File volumes) is prepared/written the language of metadata entry should be in Marathi, Hindi, and English. The bidder may engage relevant experts for suitable translation of all the languages to Marathi, Hindi, and English, such translation done shall be subjected to QA checks as deemed fit by MLS department.
- xv. A value addition very much required by the end user is to know, along with the search results, if the document contains vital elements such as photographs, maps, letters, newspaper articles (clippings) and others without having to open every document. This information to be captured by reading the complete document and indexing these values in a field called "Keywords".
- xvi. Upload all generated metadata on the server with accessibility to the concerned MLS users only as per the credentials.
- xvii. Post acknowledgement from MLS department official, MSP should upload Meta Data Entry, Indexing and the scanned image data to central Server at DC at MLS Building Mumbai.

f) Reporting

- i. MSP shall also provide tools for checking the scanning progress. This shall include the daily, weekly, monthly, and overall progress (number of images/pages scanned; percentage scanned etc.).
- ii. The tool should also display MLS Department wise progress. The tool should be able to provide reports on the status of scanning on a periodic basis. The tool must be online for MLS Department to review the progress of the scanning activity.
- iii. MSP will maintain a register that will serve a purpose of evidence for the number of documents and pages entered by the bidder on each day. The details of this register would have to be entered into the tool mentioned daily.
- iv. The format, content, periodicity, and other information related to reports shall be discussed and finalized with MSP before the commencement of the project.
- v. Any open-source online reporting tool may be utilized for this purpose. However, if Successful bidder wishes to utilize a licensed tool then license should be bought by the bidder, at no extra cost to MLS department. The report formats should be decided based on mutual discussion with MLS department and PMC.

g) Data-backup

- i. MSP shall provide the scanned data copied on the appropriate media, as required by the concerned MLS Department.
- ii. MSP should handover media to MLS Department containing the following along with its metadata fields in addition to integrating these images into the SDMS:
 - 1) Raw Master Image (TIFF)
 - 2) Enhanced scanned files (JPEG)
 - 3) Formatted (PDF/A Image) copy of clean image

h) Security, Confidentiality and Video Recording

- i. Implement Strong Access Control Measures:
 - 1) Restrict the physical access to the allotted scanning & digitization area to the authorized personnel only.
 - 2) The Security measures to be installed at Department employees' systems to prevent data vandalism or theft. Identify and authenticate access to system components
 - 3) To ensure that the data is secure, all output devices Including USB, Optical Drive, email, and Internet to be disabled for vendors. For uploading data to the Server, the same shall be done over intranet.
 - 4) To ensure that maximum-strength standards are enforced for user passwords, which are encrypted during transmission and storage

5) Security of the Documents (Authorization & authentication mechanisms)

- ii. The entire process steps done by MSP personnel like taking over of records from department Personnel - Pre-Scanning Activity – Scanning Activity – Post scanning activity – Handing over of records back to Department personnel at each location should be video recorded and saved on the media like DVD/ HDD etc. The media containing video file recorded MLS Department wise must be handed over to Department.
 - iii. It is the responsibility of the vendor to provide enough cameras to be placed at suitable location along with necessary recording infrastructure and cabling for adequate capture of the entire activity at each office. MLS shall arrange raw power for cameras.
- i) Quality check
- i. MSP to perform 100% manual operator assisted quality check on every scanned image besides using the QC tool provided by the MSP to ensure there are no missing or dropped pages & images are optimized to their optimum levels.
 - ii. MSP to generate a detailed QC (Quality Check) for every page being processed in the project on a weekly basis and submit the same to MLS for the review.
 - iii. MSP to perform visual quality check on all generated metadata. The metadata should be very accurate.
 - iv. MLS shall perform the random sample check of scanned documents.
- j) Archival of electronic documents
- i. The heart of the project is digitization and archiving using the ISO 14641-1:2012(en) standards such that the archival and retrieval from the database is made easy.
 - ii. The day-to-day scanned & digitized data must be uploaded to the Central Server using Department Intranet. However, the MSP should maintain a copy of the scanned data until the Quality Check is completed and confirmation on the digitized data is received from MLS Department. Post uploading into central server, the copy of scanned data should be handed over back to the department personnel.

2.5.1.5 Non-technical requirements

a) Rebinding of books/files/others

- i. After completion of scanning, the sheets/pages are to be made into volumes so that the original volume is recreated as is at the stage of handing over for scanning purpose and undertake proper book binding of the papers.
- ii. The book volumes which are in bad shape in terms of binding/cover etc. should also be rebounded to the extent possible. If rebinding is not possible,

the same may be informed to MLS department and with the permission of the department, the loose papers shall be preserved in polythene covers and made a volume with such loose sheets. The quality of polythene covers shall be of such that it should last for at least thirty years.

- iii. The method of rebinding to be used is "Hardcover binding" method using good quality Rexine cloth cover, head band, spine, end paper, tail paper etc. The color of the Rexine cloth shall vary for Indexes & Volumes and the same shall be informed to bidder by MLS Department. The binding should be undertaken with quality material with a minimum lifespan of thirty years.
- b) At the time of handing back the documents to the designated official of MLS Department, if any discrepancy is noticed the same needs to be recorded in the Data entry module with proper remarks
- c) Should archive the documents based on the defined folder and file structure, and interval or period of archival of electronic documents

2.5.2 Video digitalization requirements

This section describes the requirements for digitalization of videos of Debates to be performed by MSP.

The types of videos to be digitalized and its high-level requirements are as follows:

- a) Type of audios/videos of the proceedings in both the Houses CDs (2013 onwards)
 - i. Legislative Council
 - ii. Legislative Assembly
 - iii. The number of days/hours of videos are provided in Annexure 1 of this RFP.
- b) The metadata for digitalized videos should be as per qualified Dublin Core Metadata Element Set (DCMES) which should be further customized as per MLS requirement. For the same, please refer the Annexure-8 for indicative list of metadata list. Additionally, the MSP may use other standards, like Encoded Archival Description (EAD), which is has been developed to address the need to describe relationships between materials.
- c) The digitalization will be done as per the software standards for the project as per scope defined in the section below
 - i. While the Administrative and Descriptive Metadata will be provided by MLS X (Recording) Branch for each video, the Technical Metadata will be prepared by MSP and submitted in the form of an Excel sheet or CSV, XML or Online. The indicative set of metadata fields is available at Annexure 8 of this RFP just for the reference, whereas the final set of metadata will have to be discussed and finalized with MLS Recording branch by MSP.
 - ii. The workflow should be able to support multiple Meta Data Formats
 - iii. The digitized data as per the digital preservation software standards, will be made accessible at MLS for integration and online access.

- d) Digitalized data should be stored in the Datacenter/Cloud infrastructure with Disaster Recovery capabilities
 - i. The access quality data would be delivered on local in prem storage well as cloud server along with Technical metadata entries in the metadata sheet/online as well as uploaded as an editable file. Proposed application should contain digitized audiovisual files in folders named as per the unique alphanumeric ID of each item and the technical metadata sheets pertaining to each item.
 - ii. The technical metadata, as indicated in Annexure 8, would be updated by MSP after digitization and submitted (CSV, XML, EXIF or in Excel sheet) in accordance with the prescribed digitization standards to MLS.
- e) General Workflow - To manage all the complete process of Video in digital format, MSP must follow following instructions:
 - i. Maintain Inward register of all data to be digitalized with information of like: Name of Video data, Receiving Date, given by, received by etc. and this register should be customizable for various user groups
 - ii. MLS shall provide all data on daily, weekly, and monthly basis or as per requirement.

2.5.2.1 Video digitalization process overview

MSP should follow the following process for the digitalization of MLS videos.

a) Digitization Process

- i. MLS shall provide videos data source files to bidder.
- ii. MSP to maintain inward register of all data to be digitalized with information of like: Name of Video data, Receiving Date, given by, received by etc. and this register should be customizable for various user groups
- iii. Video footage should be converted in desire digital format by using an appropriate software.
- iv. Converted videos must be edited in data like frame cleaning, voice cleaning, noise reduction, echo, bass treble control by the sound equalizer as per require hertz format.
- v. Saved converted data after editing in basic data receives after conversion.
- vi. Convert the audio of video to text (generating transcript) to search and create the metadata (annotations) Legislative Member and/or discussion subject wise, and accordingly generate the video clippings.
- vii. Handover digital data after editing to MLS recording department for QC (Quality Check purpose). If converted data is passed by the department then bidder must revert received old data to MLS. The handover should be automated completely through a workflow.

MSP will have to discuss with MLS team and PMC on final set of standards to be followed before starting the digitalization of videos.

2.5.2.2 Digitalization requirements

a) Input specifications

- i. The formats of the video content views are in VOB, Mpeg, Mp4 and others

b) Facility requirements

- i. Registrar - MSP should provide confirmation that all MLS's videos have been received and must report to MLS immediately in case any tapes/video files are damaged or there are other condition issues.
 - ii. Care and Handling - All staff deployed by MSP should be familiar with the care and handling of the format(s) provided by MLS. MSP must submit to MLS a list of all staff members assigned to this project, and their associated experience.
 - iii. Environmental Control - MSP should offer climate-controlled storage. Magnetic media should be stored in a climate-controlled environment of 60-65 degrees Fahrenheit / 35-40% relative humidity (RH).
 - iv. Tape Storage – Magnetic media should be stored upright (vertically), spine-out.
 - v. Equipment and Maintenance – MSP should provide a list of all equipment to be used in the transfer process, as well as a maintenance schedule.
 - vi. Security – MSP should provide information on the security of materials, as well as security on any vault for higher value items.
- c) To preserve and provide access to video, the following three separate digital video file formats are to be created.

i. **Preservation File:**

- 1) The highest quality file which shall be maintained in perpetuity as a preservation master file for long-term preservation and will not be "touched" once ingested in MLS digital repository.
- 2) This file should be digitized as follows:
 - a) Wrapper: QuickTime (.mov)
 - b) Video Stream: Uncompressed, 10-bit 4:2:2 YUV
 - c) Audio Stream: 48Khz/24-bit PCM

ii. **Mezzanine File:**

- 1) The file that will be accessed for editing, transcoding, and other purposes.
- 2) This file should be digitized as follows:

- a) Wrapper: QuickTime (.mov)
- b) Video Stream: DV50
- c) Audio Stream: 48Khz/16-bit PCM

iii. **Access File and/or DVD:**

- 1) The file for general use copy for viewing
- 2) This file should be digitized as follows:
 - a) Wrapper: Windows Media (.wmv)
 - b) Video Stream: Windows Media at 700 Kbps
 - c) Audio Stream: 44.1Khz/16-bit AAC
- and/or
- a) DVD: MPEG-2, Variable Bit Rate 7 Mbps

d) Metadata and annotation

- i. The various types of metadata and annotations are to be captured, such as Descriptive metadata, Provenance metadata, Technical metadata, Structural metadata, Rights metadata as per the Dublin Core Metadata standards. The indicative set of metadata fields are provided in Annexure 8, whereas the final set of metadata will have to be discussed and finalized with MLS by MSP.
- ii. Technical Metadata will be prepared by MSP and submitted in the form of an Excel sheet or CSV, XML or Online.

e) Workflow and transfer specifications

- i. Representation of Source Material - The digitized preservation master file should represent the original video source as closely as possible. Master files should retain the source formatting, including interlacing, frame rate, aspect ratio, audio levels, and recording standard (NTSC, PAL, SECAM).
- ii. Source Head Information -- All source head formatting should be included in the preservation master file, e.g., if the source tape has bars and tone, the preservation master file should include them.
- iii. Pre-Roll Requirements: Bars, Tones, and Slates – MSP to ensure the following information.
 - 1) 15 seconds of black,
 - 2) 30 seconds of SMPTE bars and tone,
 - 3) 15 seconds of slate (indicating that the video was digitally converted with date and location of conversion),
 - 4) 10 seconds of title,
 - 5) 5 additional seconds of black, and the start of the tape.

- 6) title and copyright slates should be in Marathi, Hindi, and English languages.
- iv. Enhancements and Improvements – In case of enhancement and improvement are required to mezzanine files and use/access files, then MSP first should inform to MLS and do the same with MLS approval.
- v. Audio Tracks -- All tracks of audio on the original source tape must be checked for content and all audio content on all channels should be digitized in full.
- vi. End of Source Tape – MSP must wait for at least 3 mins to ensure there is no remaining content on a source video file/tape.
- f) Quality assurance/control
 - i. MSP must check the following for each digitized video files.
 - 1) The aspect ratio must be the same as the original.
 - 2) All three digital files (master, mezzanine, and use/access) must play properly.
 - 3) Artifacts that were not in the original source tape must not appear in the transfer.
 - 4) The entire program should be digitized without clipping, cropping, or trimming.
 - 5) There should be no change to the audio or video portions of the file.
 - 6) The technical characteristics of the converted files must be in accordance with the specifications outlined above.
 - 7) The preservation master file must have the same interlacing as the original source tape.
 - 8) Should confirm the sync of Audio with video
 - 9) All slates, labels, and metadata (embedded and external) should be compared and checked for accuracy and completeness.
 - ii. MLS shall randomly check from the digitized files with respect the correctness of file name and its technical characteristics.
- g) Digitized data should be stored in the Datacenter/Cloud infrastructure with Disaster Recovery capabilities
 - i. The access quality data would be delivered on local in prem storage well as cloud server along with Technical metadata entries in the metadata sheet/online as well as uploaded as an editable file. Proposed application should contain digitized audiovisual files in folders named as per the unique alphanumeric ID of each item and the technical metadata sheets pertaining to each item.

- ii. Disaster recovery: Should store multiple copies of these content – one in Data center at MLS and another in a fire and earthquake resistant Disaster Recovery location within India
- iii. Efficient: Must use fewer server, storage, and network resources
- iv. Fast: In case of failures, this vault must restore data in minutes from backup
- v. Secure: Should also ensure controlled access to data and prevent it from changes by unauthorized users. Should be accessible by authorized MLS Staff only.
- vi. The technical metadata, as indicated in Annexure 8, would be updated by the agency after digitization and submitted (CSV, XML, EXIF or in Excel sheet) in accordance with the prescribed digitization standards as mentioned below.

h) Digital vault system

- a. The above digitalized videos stored at DC/DR on cloud should be made accessible through the Digital vault system. The detailed requirement for this is provided in section 2.4.1.1.10.

2.5.3 Digitalization Platform / Scanned Document Management System (SDMS)

The MSP needs to propose the SDMS to have a central repository for documents. The SDMS / Digitalization platform should be a part of and an integrated with MLS Information Portal. This module should have at least the following features.

- a) Scan, upload, store, and index meta data of the legacy and future documents pertaining to Debates and documents with MLS various departments
- b) Classification of scanned documents as 'Confidential' and 'Public Domain'
- c) Categorization of documents in folders- subfolders like windows interface. There shall not be any limit in creation of number of folders and sub-folders. Properties and attributes of a folder like security, meta-data, etc. shall be percolated to lower levels
- d) Define, modify, delete, the metadata and/or indexing tags to the respective documents as per qualified Dublin Core Metadata Element Set (DCMES) which should be further customized as per MLS requirement
- e) Should have the capacity to accommodate millions of pages in the future
- f) Increased speed of storing, retrieving, and modifying documents
- g) Secure environment for document storage
- h) Role based access on scanned documents with permission like search, view, delete, print, download
- i) Unified access for image and audios & videos annotation applications
- j) Extendable meta data fields
- k) OCR engine in different languages (Marathi, Hindi, English) to extract the data from the scanned document and covert into the text (Unicode compatible) for information searching

- l) Digitalization and Annotation of video recordings pertaining to Debates
- m) Centralized documents data storage and easy retrieval of documents from central database for viewing
- n) Scalable Folder and File structure for storing the digitalized documents and videos
- o) Custom automatic document numbering and versioning
- p) Scanned document and document content search
- q) Support uploading and storing a wide variety of document and data formats
- r) Annotation on scanned documents
- s) Document sharing for limited period with others
- t) Multiple users can access the same document simultaneously, at anytime
- u) Document processing by creating documents using templates, linking documents, in-built document editors for various file types, check-in & check-out documents
- v) To check-out and check-in documents so that additional versions may be created and retained without overwriting previous versions.
- w) Management of versions of documents to minimize inconsistency and redundancy
- x) Allow all authorized users to simultaneously locate and use the most recent version of an electronic document
- y) Workflow automation including rule-based processing of incoming documents, automate & manual workflow, document routing, configure multilevel review and approval, quality check workflow and others as required
- z) User Dashboards including workflow inbox, document inbox, alerts & notifications
- aa) Integrate with the MLS Information Portal for web-based access to documents by authorized personnel from any location
- bb) Integrate the scanned data and Index file generated through this project with the MLS Information Portal
- cc) Audit trail for documents accessed by the users
- dd) Support industry standard ODBC compliant database RDBMS/NoSQL. The bidder is to ensure that they use only standard, internationally used RDBMS and other related software so that all data, images, and metadata is fully portable into any other standard DMS/ RDBMS/NoSQL etc. at any point in time.
- ee) Should have centralized annotation database for scanned documents, video, and audio
- ff) Provide dependable digital archival, fast retrieval and efficient distribution solutions by physically storing documents.
- gg) Support SAN/NAS for high volume image storage
- hh) Support CSV/XML based data transfer between the components.

- ii) Generate MIS report with office location Book Type, Page size wise count
- jj) Should make available the newspaper clippings and periodicals articles as per the table of contents in the library and further allow to include news and articles from newspapers and magazines that are directly available online.

2.6 TRACK 3: IT INFRASTRUCTURE PROCUREMENT, SUPPLY, INSTALLATION, AND BANDWIDTH FOR THE PROJECT

This section details the Infrastructure and Security solution requirements for the MLS information portal and Digitalization system. All items in this document are deliverables to MLS by the MSP.

2.6.1 IT Infrastructure Requirements

- a) The MSP shall be responsible for procurement, supply and installation of entire IT infrastructure required for setting up and operations of the MLS information portal and Digitalization system including the following key components of IT Infrastructure are to be setup.
 - i. **Data Centre** at MLS Building at Maharashtra Legislature Secretariat, Mumbai
 - ii. **Disaster Recovery Centre** on Cloud Service Provider premise
 - iii. **Enhancement of existing Local Area Network (LAN)** at Maharashtra Legislature Secretariat office at Mumbai and Camp Office at Nagpur
 - iv. **FTTP Network Setup for Services** including Data (Internet), Voice (Telephone) and TV over the LAN at Maharashtra Legislature Secretariat Mumbai and Camp Office at Nagpur
- b) MSP needs to propose the MLS IT infrastructure deployment architecture to meet the required security guidelines and SLA as per the RFP. MSP need to provide the detailed proposed solution design to meet the requirement of RFP.
- c) The IT infrastructure includes servers, storages, back up, networking, load balancers, security equipment, operating systems, database, enterprise monitoring system, help desk system and other related IT infra required for running and operating the envisaged system. The IT infra procurement will be planned considering the below factors:
 - i. Ensure redundancy at each level
 - ii. No single point failure in architecture
 - iii. Support peak loads
 - iv. Virtualization technologies to be used to reduce the physical space required for hosting
 - v. IT infra deployed for MLS Digitalization System should be dedicated for the project and MSP shall not use the same for any other purpose
 - vi. The ownership of IT infrastructure shall get transferred to MLS after "Acceptance and Go Live" of such items by MLS/MLS appointed TPA's. In case the infrastructure is proposed to be supplied by MSP in phases (For assets proposed to be supplied after Go Live) the payment for the same shall also be made in phases after actual delivery and acceptance of such infrastructure at defined locations. Ownership of these infrastructures shall also be transferred to MLS after verification and acceptance of such infrastructure

- vii. Initial estimate for procurement of hardware is as per the volumetric estimate for total users provided in Annexure 2. MSP need to plan IT infra for this at the start of the project.
 - viii. MSP to ensure warranties/AMCs are procured for all the hardware components for entire duration of the project. For software components the support from OEM to be obtained for prescribed components. There should be a mechanism to verify these details on annual basis.
 - ix. Minimum specifications of the IT infra are detailed in section 8.2.11 "Bill of Material (BOM) compliance sheet" of this RFP document, the bidder needs to size and provide IT infra to meet the project functional requirements and Service Level Agreements (SLAs).
 - x. Other details relating to IT infra, info security, etc. are mentioned in 8.23 "Bill of Material (BOM) compliance sheet" of this RFP document.
 - xi. MSP is to prepare and submit along with their Technical bid, the details of methodologies and computations for sizing and capacity of storage, compute, routers, switches, internet facing IPS, backup, tape libraries, sizing of security appliances and their compute requirements. The technical evaluation of responses shall analyze the computations for viability.
 - xii. MSP must ensure the proposed architecture meets the security requirements as mentioned into the section 2.12.8 of this RFP document.
- d) MSP must consider the following important milestones while proposing the IT infrastructure architecture for MLS information portal and Digitalization system:
- a. Site Survey
 - b. Design assessment
 - c. Supply of Passive components
 - d. Preparation of DC setup, network plan with rack wise node details (in form of excel tables) and cable layout diagrams.
 - e. Cable laying and testing of the laid cable
 - f. Supply of active Components
 - g. Installation, connectivity and testing of the DC, LAN
 - h. Integration with already existing Server, Nodes, Power Supply & Peripherals.
 - i. Network Monitoring System (NMS) configuration for central monitoring and management.
 - j. Submission of test reports.
 - k. Training of technical MLS's staff for Network Operations and management.
 - l. Posting of network engineers & technicians at site as stipulated in contract from date of first inspection of operational network.
 - m. DC & LAN audit by a third party.

2.6.2 IT infrastructure deployment plan

- a) MSP needs to propose the MLS Information Portal and Digitalization System IT infrastructure deployment architecture to meet the required security guidelines and SLA as per the RFP. Illustrative deployment architecture at both Data Centers (DC and Cloud DR) with minimum infrastructure and security requirements is given below, however MSP need to provide the detailed proposed solution design to meet the requirement of RFP. Detailed requirement related to infrastructure and security as illustrated in the design below is detailed in subsequent sections.

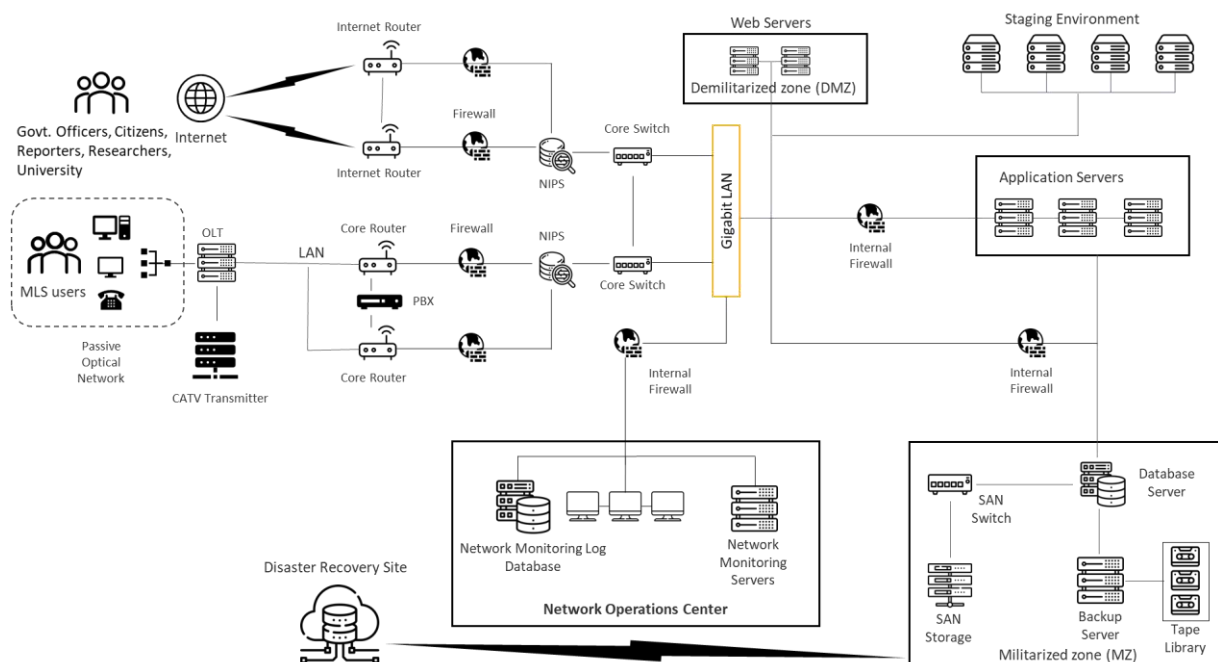


Figure 7 - MLS overall infrastructure deployment architecture

Important Functional Considerations while design & deployment of Architecture.

- a) All components to be maintained in redundancy with Active - Active / Active- Passive Clustering based on the SLA requirements, architecture, and performance. The systems architecture should clearly demonstrate and highlight the key requirements of MLS viz reliability, availability, scalability, survivability, resilience, and serviceability of individual critical components as well as the MLS Digitalization system.
- b) Servers should be based on x86 platform in high density form factor to ensure optimal power and space usage. However, bidder may suggest rack form factor for any specific server usage, stating clearly the benefits being derived without compromising on the power and cooling factors
- c) MSP needs to keep at least 30% of the storage disks in stock which can be deployed in production to meet any urgent requirements. MLS will verify this at the time of Go-Live

- d) The database layer should utilize the database servers for consolidating the database requirements. The architecture should have horizontal scalability. Benefits/additional security, reliability, availability features at the server level architecture would be given due consideration during evaluation.
- e) MSP needs to comply with the 99.5 % availability requirements for the MLS system.
- f) Redundancies/teaming should be maintained at different interconnecting fabrics to avoid any single point of failure / performance bottleneck.
- g) The backup solution should ensure minimization of data to be backed-up / archived keeping in view a window of 8 Hours without any impact on the performance of the servers.
- h) Networking equipment should be capable of processing IPV4 & IPV6 traffic. Security features that are delivered shall be IP v 6 ready
- i) All devices should be IPv4 and IPv6 ready from day 1. MSP shall deploy IPv4 and IPV6 dual stack supported network from day 1. The proposed solution and all appliances should meet this requirement. The MSP shall also be responsible for security adherence on both IPv4 and IPv6.
- j) Bidder should utilize virtualization technology to optimize the solution and provide benefits for the overall Cost of ownership and ease of maintenance.
- k) DNS server is required for domain name of DC and the interoperation between Primary DC and DR site should be such that due to any failure of any/all module at DC level can automatically (manual optional) be operated from DR site.
- l) Proposed environment at DC/DR should support set up and operations of multiple OEMs / brands of servers and storage without having any compatibility issue
- m) Bidders need to provide the published benchmarks for the stated systems along with the sizing assessment sheet being certified by the OEM for the stated systems.
- n) The OEM of the IT infrastructure items proposed by MSP should comply with the compliance details of OEM listed in Gartner Quadrant or Forrester Wave or in IDC MarketScape or other similar reports as provided in Annexure 11.
- o) The bidder shall submit the OEM authorization letter, in original duly clearly attested as per prescribed format for the following components.
 - i. Server, Storages, Workstations
 - ii. Next gen Firewall/UTM, IPS, Load Balancer
 - iii. All Active Network equipment like, router, switches, wireless routers, NMS
 - iv. Passive Network equipment like, Fiber optic cable, Patch cords, LIU, CAT 6 cable, Patch panel, Racks.
 - v. FTTP-GPON hardware ONU, OLT, Amplifier & any other active device.
 - vi. IPPBX System, Gateways, Phones
 - vii. Video wall, AV Components
 - viii. Software like Antivirus, EMS, Helpdesk, DCIM & other applications in use.
 - ix. Other vital components.

2.6.3 Data Centre (DC)

The scope of services for the Data Centre is as follows:

- a) The MSP shall build, operate, and maintain the DC during the project duration. The minimum specified work to be undertaken by MSP for setting up and operating and maintaining DC has been categorized as under:
 - i. Design, Supply, Installation, and Commissioning Phase
 - ii. Operation and Maintenance phase
- b) Design of the Data Centre
 - i. The MSP should provide minimum Tier-III complied Data Center infrastructure for MLS to host its DC at MLS in Mumbai.
 - ii. The MSP shall ensure that Data Center design shall meet required ISO/IEC standards like ISO/IEC TS 22237-1:2018 or latest, ISO 9001: 2015, ISO/IEC 14001:2015 & ISO/IEC 27001:2017 or latest.
 - iii. The MLS shall provide the adequate space [of approx. 1000 sq. ft.] for building the proposed DC. The Servers and racks at existing Server Room are to be accommodate into newly built DC. The MSP may assess the existing infrastructure by visiting proposed site location, if required and accordingly submit the bid.
 - iv. The Data Centre shall be provided with sufficient electrical connections, Air conditioning, backup power through UPS and others, Electronic surveillance, access control system, fire detection & suppression system and other soft services as applicable for data center as per "Meity Guidelines" for Data Center" and as required for the proposed equipment on 24 x 7 x 365 basis to maintain 100% uptime of all such facilities as per SLA.
 - v. The MSP should ensure the multi-layer security infrastructure to prevent unauthorized access to the Data Centre systems & networks.
 - vi. The MSP should ensure to provide high quality Active & Passive Networking equipment and other associated IT Components in the Data Centre.
 - vii. The Data Centre should be fully redundant in terms of electrical circuits, cooling, and network.
 - viii. The MSP shall make sure that the required power, air conditioning, security system and other facilities provided is always available (24X7X365 days).
 - ix. The total power requirement shall be estimated & furnished in Technical Bid with 20% or appropriate redundancy in case of additional requirement.
 - x. The MSP shall make necessary provisions of Telecom junction box / multiplexers of various link service providers, if required & shall make future extensions in building in contract period as per contracted rate.
 - xi. The MSP shall consider a CCTV monitoring for surveillance of rack area & externals Data Centre i.e., entry, floor area, exits and other critical areas.

Activities to be recorded and the archival should be kept at least for 90 days if there is specific request for audit or investigation purpose. The similar surveillance system shall be deployed

- xii. The MSP shall consider providing the access of facility to selected personnel only identified by client. If required by MLS, the MSP should be able to provide details of people accessing the MLS DC by sharing the log reports from access control system, CCTV video clips etc. The MSP shall submit a monthly report to MLS showing in and out time of employees of MSP stationed at MLS Data Center.
- xiii. The MSP shall provide Very Early Smoke & Fire detection and alarm system integrated gas-based fire suppression system and ensure that the areas allocated to the Data Centre are well within the coverage of fire detection and suppression system. If required these systems are to be integrated with main fire alarm & suppression system of MLS building. These detection & suppression systems are to be integrated with DCIM solution over protocols such as SNMP or BACNET or MODBUS or OPC or LonWorks or another suitable open platform. for single pane view for monitoring and management
- xiv. Dissemination & communication of alerts are to be discussed & implemented after understanding client's current landscape & requirement.
- xv. The rack/cage area of Data Centre should be provided with Water Leak detection system of appropriate standards.
- xvi. The MSP shall consider electronic rodent control systems with operating ability on varied frequency range for Data Centre. The facility areas – DC area / Caged area, power room & communication room, if any should be well within the coverage of the rodent repellent.
- xvii. The Data Centre shall be well illuminated & any additional entries/exits like windows, vents shall be permanently sealed/closed in consultation with concerned authorities of client.
- xviii. Data Centre Infrastructure Management (DCIM) solution for a 360-degree holistic view of physical, logical, virtual etc. detailed monitoring and management of Data Center Infrastructure. DCIM monitoring shall enable real-time health status of the systems, intuitive dashboards, color-coded graphs and charts, predefined and user-defined data filtering, and out-of-box useful reports. The operators can easily pinpoint real cause of the problems, the faults, and maintain availability of Resources. DCIM shall have integrated ticketing and notifications mechanism for hassle-free helpdesk experience without any additional software.
- xix. In-Rack monitoring for Power (iPDU, UPS), Cooling system, Safe & Security (CCTV, Access Door), Fire Alarm & Suppression, Various Sensors (Temperature, Humidity, CO2, NO2, SO2, etc.), Water Leak Detection & Rodent Repellent systems shall be function of Data Center infrastructure Management

- xx. The proposed solution shall provide hyper-converged software that delivers enterprise-class storage services using latest x86 server infrastructures independent of SAN & associated component such as SAN Switches & HBAs. It shall support multiple hypervisors
- xxi. Hyper-converged appliance shall meet desired capacity and performance metrics using either ALL FLASH (SSD) or SAS drives, as internal storage of proposed HCI solution.
- xxii. The nodes should connect over 10G IP connectivity. Each node shall have Minimum 2 x10G Ethernet port. There should be no use of any proprietary or specialized interconnects.
- xxiii. Shall have feature to define & change storage policies on a per-VM basis.
- xxiv. The proposed solution shall be capable of scale-up (by adding SSD/disks) and scale out (by adding nodes) architecture without any disruption to the workloads already running on the platform.
- xxv. The offered solution should deliver zero data loss in case of disk, host or network failure.
- xxvi. Offered solution shall support checksum of data to ensure data integrity to enable automatic detection and resolution of silent disk errors.
- xxvii. The Virtualization software should be based on hypervisor technology which sits directly on top of Hardware (Bare Metal).
- xxviii. The Proposed Solution should be able to run various operating systems like windows client, windows server, Linux (at least RedHat, SUSE, Ubuntu, Debian, FreeBSD, Oracle Enterprise Linux and CentOS) etc.
- xxix. The Virtualization Software shall be capable enough to create Virtual Machines with required number of vCPUs, ensuring that the ratio of vCPU-to-core should not exceed 4:1.
- xxx. It should allow VM to dynamically utilize the RAM such a way that if some of the VMs in Physical machine are not utilizing the RAM, this RAM can be utilized by some other VM in the same physical machine which has a requirement. This should be applicable for vCPUs as well
- xxxi. This Solution should have capability to integrate with FC, FCoE, vSAN and iSCSI SAN and infrastructure from leading Vendors to leverage high performance shared storage to centralize Virtual Machine file storage for greater manageability, flexibility and availability
- xxxii. The Proposed Storage Solution should support model of thin provision and thin reclaim disks to avoid allocating all storage space at initial stage.
- xxxiii. It should support migration of the live Virtual Machine files from one storage array to another storage.
- xxxiv. The proposed solution should deliver above listed capabilities using standard storage infrastructure. client's maintenance team to avoid dust entering racks/cage area.

c) Supply/ Installation

- i. All the compute devices & storage
- ii. Physical infrastructure components such as UPS and Air-Conditioning System, Fire Detection and Suppression System, Lighting system, Rodent Control,

Water leakage detection system, CCTV Surveillance systems, Access Control System, Electrical Cabling and Network Cabling etc.

- iii. IT Infrastructure components such as necessary Servers, Databases, Networking & Security components, Storage media, Software and other IT components required for managing the data center.
- iv. The MSP should provide racks of 42U size with inter-rack cabling, cross connects to communication area. The racks should have proper cable managers (vertical and horizontal) and troughs for complete structured cabling. Blanking panels etc., if required as per Industry best practice to be provided. The MSP shall provide adequate power points of required specifications in the racks with redundant UPS power.
- v. The rack/cage area should be sufficient to house the maximum number of racks as mentioned above along with sufficient free space for opening of front and rear rack doors for installation/replacement/trouble shooting of hardware and movement of service personnel.
- vi. In case rack cooling is required, the bidder shall consider external air-cooling equipment, suitable space & power provision to be made in design.
- vii. The MSP shall consider Data Centre infrastructure management system, if required so that all the parameters can be remotely monitored, this system shall also generate alerts & dispatch it to concerned authorities.
- viii. The MSP must provide inter-rack cabling which should be structured with proper labelling / marking as per client requirement. The inter rack cabling should support 10G.
- ix. Each rack to be provided with required numbers of 24 port patch panels and horizontal and vertical cable managers.
- x. Each rack to be provided with two numbers of power strips of 32amps with 16 sockets, each power strip connected to separate UPS.

2.6.4 Backup/ Archival & Recovery Solution.

MSP shall provide an enterprise grade backup/archival & recovery solution as per below functional requirements.

- i. The proposed backup/archival & recovery solution shall comprise of tape-based storage appliance with suitable backup software. This software shall support various industry leading server platforms, operating systems and Must support LAN/SAN based VTL backup and D2D backup simultaneously via NFS v3, CIFS, FC, OST, NDMP & Equivalent protocols.
- ii. MSP shall be responsible for monitoring and enhancing the performance of scheduled backups, scheduled regular testing of backups, ensuring adherence to related retention policies.
- iii. MSP shall be responsible for prompt execution of on-demand backups of volumes and files whenever required by MLS or in case of upgrades and configuration changes to the system.

- iv. MSP shall be responsible for real-time monitoring, log maintenance and reporting of backup status on a regular basis. MSP shall appoint administrators to ensure prompt problem resolution in case of failures in the backup processes.
- v. MSP shall undertake media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire-proof cabinets (onsite and offsite as per the detailed process finalized by during project implementation phase).
- vi. MSP shall also provide a 24 x 7 support for file and volume restoration requests at the Data Centre(s).
- vii. MSP shall be responsible for implementation of backup & archival policies as finalized with MLS. The MSP is responsible for getting acquainted with the storage policies of MLS before installation and configuration. It should be noted that the activities performed by the MSP may be reviewed by MLS.
- viii. Standard protocols supported Proposed purpose-built backup appliance should be offered with protocols like VTL, OST, CIFS, FC and NFS. All the protocols should be available to use concurrently.
- ix. The Proposed backup solution should support deduplication at backup server/ host / application level so that only changed blocks travel through network to backup device.
- x. The Proposed backup solution should be quoted with adequate capacity considering daily change rate for entire duration of 5 years warranty. Any additional software, backup storage capacity and any other component required as per sizing needs to be provided by the OEM & bidder at the time of bid. Bidder must provide a sizing certificate showcasing these sizing considerations on the OEM's letter head with seal and sign from the authorized signatory. However, the actual requirement of backup sizing & retention policy shall be discussed with client while implementation.
- xi. It shall have centralized, web-based administration with a single view of all back up servers within the enterprise. Single console must be able to manage de-duplicated and traditional backups.
- xii. The backup solution shall allow creating tape clone facility after the backup process.
- xiii. The backup solution shall have in-built frequency and calendar-based scheduling system.
- xiv. The backup Solution shall support the capability to write multiple data streams to a single tape device or multiple tape devices in parallel from multiple clients to leverage the throughput of the Drives using Multiplexing technology.
- xv. The backup solution shall support de-multiplexing of data cartridge to another set of cartridges for selective set of data for faster restores operation to client/servers
- xvi. The backup solution shall be capable of taking back up of SAN environment as well as LAN based backup.
- xvii. The solution shall support advanced Disk staging.
- xviii. The backup Solution shall have in-built media management and supports cross platform Device & Media sharing in SAN environment. It shall provide a centralized scratched pool thus ensuring backups never fail for media.
- xix. Backup Software shall be able to rebuild the Backup Database/Catalogue from tapes in the event of catalogue loss/corruption.
- xx. The backup solution shall have online backup solution for different type of Databases platforms & operating systems.
- xxi. The backup solution shall provide granularity of single file restore.

- xxii. The backup solution shall be designed in such a fashion so that every client / server in a SAN can share the robotic tape library.
- xxiii. Backup Solution shall be able to copy data across firewall.
- xxiv. The backup software shall be capable of reorganizing the data onto tapes within the library by migrating data from one set of tapes into another, so that the space available is utilized to the maximum. The software shall be capable of setting this utilization threshold for tapes.
- xxv. The backup software should be able to support versioning and should be applicable to individual backed up object's
- xxvi. It shall have the ability to retroactively update changes to data management policies that will then be applied to the data that is already being backed up or archived

2.6.5 Local Area Network

The scope of services for the Local Area Network (LAN) is as follows:

- a) The MSP shall design, build, operate, and maintain the LAN (at MLS Mumbai office and MLS Camp Office at Nagpur) during the project duration. The objective of creating LAN is to connect all the building in premises & to have seamless internet connectivity to all users in those building.
- b) The bidder shall consider all necessary hardware & software required to setup Local area network for easy dissemination of information. If any additional hardware/software required other than specified equipment to comply all points of scope of work and technical requirement, bidder needs to specify the same in technical bid.
- c) In existing LAN set up, the offices are connected over copper UTP backbone through creating distribution hubs for every office or floors. Bidder shall consider setting up LAN on fiber optic backbone using distribution switches at MLS server room & access switches at every floor for last mile connectivity.
- d) All the networking equipment shall be housed in separate rack at MLS server room/Data Centre and shall be referred as network racks. These racks will house core router, firewall/UTM, Core Switch & the passive networking equipment with
- e) The MSP shall consider providing efficient data security solutions which will keep the sanctity of data intact.
- f) Network Fabric should support both IPv4 and IPv6 from day one.
- g) The network will be monitored and managed through Network Monitoring System (NMS) installed at MLS Server room/ Data Centre & Nagpur network room. Required Server infrastructure & software for NMS shall also be considered by bidder.
- h) The MSP shall consider designing & implementing a gigabit passive optical network (GPON) which will also meet the requirement of FTTP Network setup to provide various services like Data (Internet), voice (Telephone), Television) to MLS staff.
- i) The MSP shall consider switches with suitable port density as per users on each floor and shall keep 20% spare for future scaling.

- j) The MSP shall provide 2 information outlets for each user i.e., 1st for Data & 2nd for VoIP connectivity, although provisioning of IP phones is not considered in current implementation.
- k) The MSP shall consider CAT6A shielded UTP cable for internal cabling at offices, while cables shall be laid through a good quality PVC conduit of appropriate diameter.
- l) Wireless connectivity through access points shall be considered to provide internet connectivity to mobile devices at offices & office lobbies, a fast & smooth handoff shall be featured to provide seamless mobility of devices. WLAN shall be monitored for authentication & metering perspective, if required.

2.6.6 FTTP Network Setup

The objective of setting up the FTTP (Fiber to the Premise) Network is to provide data, voice & Cable Television (CATV) services on a single fiber backbone which will reduce the implementation & maintenance cost. Also, it will offer flexibility to add users on all service fronts which is favorable in dynamic conditions like session period.

The scope of services for the FTTP Network Setup is as follows:

- a) The MSP shall design, build, operate, and maintain the FTTP Network Infrastructure (GPON) during the project duration.
- b) The MSP shall conduct a site survey to assess the requirement & then consider suitable GPON equipment to implement and meet the requirement of users.
- c) The MSP shall make sure that the proposed GPON equipment should be complied with the following ITU-T standard:
 - i. G.984.1: General Characteristics
 - ii. G.984.2: Physical Media Dependent (PMD) layer
 - iii. G.984.3: Transmission convergence layer specification
 - iv. G.984.4: ONT management and control interface specification
- d) The proposed GPON System should support high-speed data channel through a single optical fiber with an upstream rate of 1.244 Gbps and a downstream rate of 2.488 Gbps.
- e) The MSP Shall consider wavelength pattern:
 - i. 1310 nm wavelength for upstream traffic
 - ii. 1490 nm wavelength for downstream traffic
 - iii. 1550 nm wavelength for video service
- f) The proposed GPON equipment should support the following features:
 - i. Dynamic Bandwidth Allocation (DBA) for upstream traffic
 - ii. Advanced Encryption Standard 128 Bit (AES) for downstream traffic
 - iii. Forward Error Correction (FEC) for upstream and downstream traffic

- g) The proposed GPON OLT equipment should support VPN services with high-speed internet access, also a Point-to-Point and Point-to-Multipoint Layer-2 services are
- h) The proposed GPON equipment should support the implementation of VLAN per subscriber model or VLAN per service model or combination of both.
- i) The GPON OLT should support:
 - i. Minimum of 64 ONT/ONU per PON Port
 - ii. Minimum of 512 ONT/ONU per system
 - iii. Distance up to 20Km
 - iv. Class B+ and Class C+ & C++ GPON SFPs
- j) Bidder shall consider extending the connectivity of service providers like ISP, PRI & CATV to MLS server room/ Data Centre, if not in place.
- k) Bidders to note that triple play service/GPON equipment shall be housed in separate racks.
- l) Required tools splicing machines, termination kits & labeling shall be part of solution.

2.6.7 Disaster Recovery Centre (DRC)

The scope of services for the Disaster Recovery Centre is as follows:

1. MLS is considering a disaster recovery site on cloud platform which would be clone of Data Centre in terms of compute, storage & network security. A quick turnaround to cloud-based failover system for business continuity shall considered.
2. For this cloud-based managed service will help MLS to quickly recover MLS's critical systems after a disaster and provides client remote access to their systems in a secure virtual environment. This shall help MLS to switch to failover with smaller RPO.
3. The MSP shall be responsible for setting up, installation, configuration, management, upgradation, and migration of application servers, database servers/storage.
4. The MSP should maintain and manage the required network components for the cloud services required for MLS. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO and RTO (Recovery Time Operations) requirements of MLS. Cloud Service provider shall provide access to logs for analysis.
5. The MSP shall consider only "MeitY" or "Government of Maharashtra" empaneled cloud service providers for hosting DR site.
6. DR Site should preferably be in the following cities:
 - A. Bangalore City
 - B. Chennai City
 - C. Hyderabad City
 - D. Kolkata City
 - E. Other cities

7. Cloud Service Provider should host the entire Cloud infrastructure in a secure Data Centre which should be at least Tier 3 Compliant facility adhering TIA 942 standard.
8. Cloud Service Provider should ensure that Data Centre constructed to world class hosting standards as defined by the "Uptime Institute, USA".
9. Cloud Service Provider should ensure that services provided are to be backed by high QOS (Quality of Service) / SLA (Service Level Agreement)
10. Cloud Service Provider should ensure to have Centralized NMS (Network Management Systems) & 24*7*365 helpdesk for services related to cloud DR site.
11. Cloud Service Provider should provide advanced system security, monitoring & management with Video surveillance, fire detection & suppression system as per standards of Data Centre
12. Cloud Service Provider should ensure that Fire Suppression and Protection System should include three levels of redundancy based on Gas Fired Systems, Carbon Monoxide based systems and Water Sprinkler based systems. Bidder should ensure that the floors as well as the ceiling should be based on false flooring and ceiling where the wire conduits and the fire protection systems are installed.
13. Cloud Service Provider shall be responsible for implementation, management, and monitoring of DDOS, IPS, IDS Services, etc. Service provider will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure.
14. Cloud Service provider shall have public Services in DMZ zone and High security services in MZ Zone. Also, the Cloud Service Provider shall configure external connections to the hosting infrastructure required to upload database/files etc.
15. Cloud service provider is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data. Bidder shall be responsible for deployment of Security patches on Hardware and Software.
16. Cloud Service Provider shall be responsible for migrating to cloud and managing the cloud services. Also, responsible to monitor the cloud services and ensure 99.9% uptime of all services as per agreement.
17. Cloud service provider shall establish connectivity between MLS premises (DC) to Cloud DR site. Also, bidder shall ensure Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
18. The MSP shall be responsible for monitoring and reporting services.
19. Provisioning of scalable storage capacity as per requirements of MLS and availability of such services as per agreement. Cloud Service provider shall ensure committed time taken for restoration of data from Backup as claimed.
20. Cloud Service provider shall demonstrate/Submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as

AUTO Scale up/down, Cloud Elasticity, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.

2.6.8 Internet Infrastructure and Connectivity

The objective of Internet Infrastructure and connectivity is to provide secure application access to intranet and internet applications, enforcing internet/email policies and seamless transfer of data. The scope of providing the Internet Infrastructure and connectivity is as follows:

1. The MSP shall provide the Internet infrastructure and connectivity at MLS Mumbai and MLS Camp Office at Nagpur. This includes providing the Internet Infrastructure at MLS DC and LAN at Mumbai location and LAN at MLS Camp Office at Nagpur.
2. The internet infrastructure and services are to be provided as per the following requirements.

Table 6 - Internet infrastructure and services requirements

#	Location	Bandwidth (Mbps)	Quantity
1	Internet to DC at Mumbai	500	2
2	Internet to DR on Cloud	500	1
3	DC - DR (MPLS)	10	2
4	Nagpur LAN to DC (VLAN)	100	2
5	Internet at Mumbai MLS (Non application requirement)	1500	2
6	Internet at Nagpur MLS Camp Office (Non application requirement) during House Session	1500	2

The following is a pictorial view for the above-mentioned requirements.

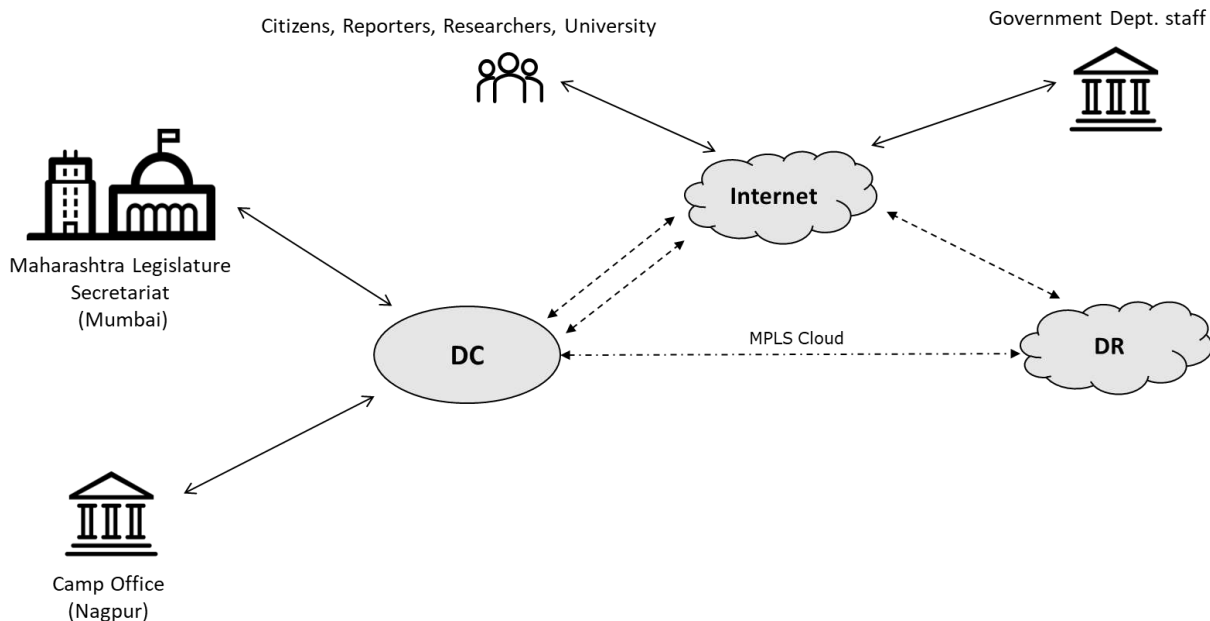


Figure 8 - Indicative Network and Internet connectivity diagram

3. The Internet connectivity should have fully dedicated (1:1), unshared & High-Quality symmetric bandwidth without any compression factor through Optical Fibre
4. Installation, commissioning, configuring of the link and hardware (Modems and Router etc.).
5. 24x7 Support for Internet Infrastructure and Services
6. Maintenance of Internet Infrastructure and Provide Services during the entire period of contract term.
7. The MSP will be required to sign Service Level Agreement (SLA) having the following:
 - a. Packet Losses: Less than 1% (Average over 1000 ping).
 - b. Network Availability: More than 99.5 % per month.
 - c. Reports for performance, monitoring /usage to be submitted by the ISP on weekly or monthly basis or as per requirement of MLS.
 - d. In case of the above parameters going out of specifications, MLS will be compensated adequately in respect of the extended time for the loss of hours in service. Also, if services are not found satisfactory, MLS reserves the right to cancel the contract with –one-month notice.
 - e. In case connectivity from Fiber cable is failed, the same connectivity speed will have to be provided through wireless line by the service provider.
 - f. 99.5% Uptime shall be calculated as, $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the bidder / Service Provider (SP).
 - g. The services shall be provided 24 hours & 7 days in a week.
 - h. The bidder will be responsible for undertaking any civil/electrical work etc., involved from commissioning to the completion of the project, at his cost.

- i. The service should include fully meshed any to any Internet network, network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring, and reporting, change management, migration, training etc., with service level agreement (SLA) binding the bidder / MSP to maintain uptime and application/service quality commitments.
- j. Design, develop, implement, and manage an Internet service in locations mentioned in scope for a secure, scalable, resilient, and reliable, total Wi-Fi network
- k. All Sites shall be able to directly connect to any other site over the Wi-Fi network. Full-mesh connectivity is desired.
- l. Obtain all necessary rights-of-way and permits for construction of pathways and installation of telecommunications cabling necessary to implement the proposed solution. The MSP should take necessary permission MLS will assist for the same.
- m. Provide a low-latency, highly reliable, high-speed Internet service. The connection shall provide to MLS is able to conduct business operations as per the specified bandwidth requirements and as defined by agreed upon Service Level Agreements (SLA).
- n. The proposed connection shall be capable of meeting the defined performance standards throughout the entire term of the contract.
- o. Network integrator for the installation, configuration management, commissioning of Internet link, establishing automatic switch-over from primary link to the backup link and vice-versa.
- p. Vendor/bidder should have fully functional 24x7x365 Customer Service Centre in Mumbai.
- q. The ISP for providing internet connectivity should be Tier-I or Tier-II only.
- r. Primary & back up connectivity shall be from two different ISPs.

2.7 TRACK 4: UPGADATION OF LIBRARY AND OTHER FACILITIES

This section describes the requirement for providing the following facilities at MLS building at Mumbai.

- a) Library Department upgradation
- b) Library Experience Centre
- c) Project Management Centre

MLS Library department is on the 5th and 6th floor of MLS building at Mumbai. MLS intends to upgrade the Library department and accommodate the Library Experience Centre within the Library department. MLS intends to setup the Project Management Centre in MLS building at Mumbai and shall identify the location for the same. MSP should plan a site visit to Library department to get familiar with the layout of the above.

2.7.1 Library department upgradation

- a) MLS intends to upgrade their existing library department in terms of IT and Non-IT components. The IT component includes the upgradation of their existing Library

management software, whereas the non-IT component includes the upgradation of their existing infrastructure including interiors, floor layout, storage (i.e., book rack & shelves), furnishing and others.

- b) The detailed requirements of IT and Non-IT components of Library department upgradation are provided in the "Section 2.7.4".

2.7.2 Library Experience Center

- a) MLS intends to set up the Library Experience Centre within MLS Library department to facilitate visitor to experience exploring and searching the desired content available with Maharashtra Legislature Library by browsing the MLS information portal through the tablets and projecting the same on a dedicated video wall to enhance their information searching and viewing experience.
- b) In view of this, MLS wants MSP to fit, establish and fit-out the Library Experience Centre with IT hardware such as video wall, projector, projector screen, sound system, tablets, printers, fire security systems and non-IT infrastructure such as civil work, interiors, furnishing and others.
- c) The detailed requirements of IT and Non-IT components of Library Experience Center are provided in section 8.2.11.2.1 "Library experience center" of this RFP.

2.7.3 Project Management Center

- a) MLS intends to setup Project Management Centre at MLS building at Mumbai to manage and monitor the MLS Information Portal and Digitalization system project and its deliverables efficiently and effectively from the start of the Operation and Maintenance phase.
- b) The team of MSP and PMC (Project Management Consultants – appointed by MLS) shall be sitting at Project Management Centre. The sitting capacity of 25 to 30 resources should be provisioned at Project Management Centre. MLS shall arrange the existing room/space at MLS building at Mumbai for at Project Management Centre. The MSP team shall include the application and infrastructure support team including DC, DR, FTTP Network, LAN, Library Experience Centre and others.
- c) MSP shall require fitting, establishing and fitting-out the Project Management Centre with furnishings, infrastructure, air conditioning, false ceiling, fire detection system, insulation, and others.
- d) The detailed requirements of IT and Non-IT components for setup of Project Management Center are provided in section 8.2.11.2.2 "Project management center" of this RFP.

2.7.4 High-level activities for Library department upgradation and other facilities

MSP shall have to consider the following while upgrading the Library Department and setting up the Library Experience center and Project Management center.

- a) Site Survey (including existing setup at department, floor, and department layout)
- b) Design assessment
- c) Supply of Passive components

- d) Preparation of the department proposed floor plan, electricals and cable layouts diagram for Library Department, Library Experience center and Project Management center.
- e) Supply of active Components
- f) Installation, network connectivity and testing of the Library Department, Library Experience center and Project Management center
- g) Integration with already existing Power Supply & Peripherals.
- h) Network Monitoring System (NMS) configuration for central monitoring and management.
- i) Submission of test reports.
- j) Training of technical MLS's staff for Network Operations and management.
- k) Posting of network engineers & technicians at site as stipulated in contract from date of first inspection of operational network.
- l) Network/Security audit by a third party.

Table 7 – High-level requirements for Library department, Library experience center and Project management center

#	Requirements
1.	Ensure the Civil work, false flooring, false ceiling, electrical work, air conditioning, fire detector system, and other related infrastructure for Library department upgradation, Library Experience Centre and Project Management Centre, as provided in this RFP
2.	Engage a leading architect and a leading interior designer to provide the detailed specifications, design, interiors, fit-outs, drawings (civil, electrical, networking, air-conditioning, data), plans for the facility, in consultation with MLS.
3.	All material selection and layout plan shall be approved by MLS first and then put to implementation
4.	Engaged architect to manage the entire design, development, and commissioning of the facility in the required time frame and provide all signoffs and compliances to the requirements for Library department upgradation, Library Experience Centre and Project Management Centre, as provided in this RFP
5.	In view of MLS, if the engaged architect and/or the interior designer are not up to the mark then the MLS shall engage an architect and/or interior designer on its own and the cost of which shall be borne by the MSP.
6.	Re-furbish the required floors by demolishing the existing construction, if required, install all the electricity and other infrastructure, and dispose of the waste as per environmental guidelines

#	Requirements
7.	Landscape design for each of the designated areas should be with colour schemes that complement the architectural décor of the building, surrounding structural elements.
8.	Carry-out water proofing, landscaping and other improvements required
9.	While designing the floors should be to build an energy efficient ecosystem for efficient energy use (all devises should be 4- or 5-Star energy efficiency compliant)
10.	The electricity equipment to be installed should be motion sensor based light fixtures for auto shut-off during periods of no use in all rooms and in all halls, corridors except for mandatorily on fixtures to provide minimum lighting at all times and must be LED based only (5-star rating).
11.	The MSP shall setup all partitions, provision all loose furniture, chairs, tables, painting, storage unit and other wall finishes.
12.	Should setup the required furniture such as chair, table, visitor chairs, storage unit, racks & book shelves and others.
13.	Supply/provide all consumable items and telephone charges
14.	Should implement Fire safety requirements within the floor/department
15.	Should define policies, procedures, and standards for facility management, and provide advice to the SI from time to time, as required to which the MSP shall always adhere to
16.	Any kind of wear and tear or damage in the facility or any equipment is rendered useless shall be required to be replaced immediately by the MSP
17.	Replacement of any equipment that is not functioning properly or as may be requested by MLS
18.	Time to time submission of the facility management plan to MLS for the change may require at these facilities centres
19.	Implementation of security features such as CCTV surveillance for the exterior of these three facilities (i.e., Library department, Library experience centre and Project Management Centre).
20.	Implementation of Biometric Attendance system (BAS) at Library Experience Centre and Project Management Centre, subject to the approval of MLS
21.	Implementation of digital Visitor Management System (VMS) at Library Experience Centre, subject to the approval of MLS

2.7.5 Library department software upgradation requirements

- a) Should be based on open-source technology
- b) Should be capable of performing the functions of all the sections of the library.
- c) Should integrate the different modules and permit movement between them.
- d) Should have a catalog management to digitally keep track of what is available in the library. The books should be catalogued by title, subject, author, and date of publishing. Should support Online Public Access Catalog (OPAC)
- e) Should have a Membership management to maintain a detailed database of the members. The system should record the name, ID, and password of each user. Should help in ascertaining the track record of the member
- f) Should enable users to login and logout using passwords at any time
- g) Circulation management to track the movement of books. Should track the location of any book at any point of time. Should be able to trace misplaced or missing books with ease. Should provide the details on books to be returned and that which are overdue for return daily
- h) Acquisition management to acquire new books and add them digitally. Should be able to delete irrelevant and outdated books
- i) Data entry of Bibliography & contextual data of each book (Note: this data is available in printed book so the MSP shall have to enter these data manually into the proposed Library department software)
- j) Bar-coding / QR coding to give specific identification to each book. All books, old and new, should be bar-coded / QR code based on title, author, topic, and date of publishing
- k) Barcode scanning to read the barcode easily using RFID sensors. The database should be automatically updated when books are scanned while issuing or returning
- l) Search function to enable both the librarian and the members to search the catalog of books in the library. Should be able to filter the search functions to the need of each user. Should enable to search using ISBNs
- m) Should accommodate all media- print and digital content
- n) Should have icon driven menus for the inexperienced user and short cuts for the experienced user
- o) Online access to catalogues of other public libraries. Should provide access to different associate libraries to broadens the spectrum of search benefitting the user considerably
- p) Provision for e-books, e-journals, e-papers, issue resolution and others
- q) Self-management to check in and check out books by oneself. Should allow the members to login, search, select, issue and return books by themselves

- r) Fee management to collect membership fees and manage individual member accounts. Should calculate the fine due for non-return or lost and damaged books. Should send notification via email/SMS to members
- s) Should have a strong workflow management (maker-checker workflow) for all key processes of Library management system
- t) Should have a Role based access, audit trail on logged user activities
- u) Should be flexible and capable of upgrading
- v) Should be accessible from any place with web access or internet connection
- w) Should run on various platforms like servers, personal computers, smart phones and be compatible with the operating system being used

2.7.6 Specific requirements for Project Management Center (PMC)

- a) MSP shall provide desktop/laptop to their team (including application, DC, DR, Network, FTTP Network setup, Library Experience Centre support team members) which shall be providing the support during the operation and maintenance phase for this project.
- b) MSP shall supply, install, and configure the printer(s) for the MSP and PMC team.
- c) MSP shall bear the cost for all consumables at PMC

2.7.7 Responsibilities during the implementation and Operation & Maintenance phase

MSP shall be responsible for the following while upgrading the Library Department and setting up the Library Experience center and Project Management center.

- a) MSP shall do the civil work, false flooring, false ceiling, electrical work, air conditioning, fire detector system and other related infrastructure.
- b) All material selection and layout plan shall be approved by MLS first and then put to implementation by MSP.
- c) MSP shall engage a leading architect and a leading interior designer to provide the detailed specifications, design, interiors, fit-outs, drawings (civil, electrical, networking, air-conditioning, data), plans for the facility, in consultation with MLS.
- d) The engaged architect and interior designer shall create a detailed plan covering all requirements for Library department upgradation, Library Experience Center and Project Management Center, as provided in this RFP and submit the plans for approval of MLS.
- e) The architect shall also manage the entire design, development, and commissioning of the facility in the required time frame and shall provide all signoffs and compliances to the requirements for Library department upgradation, Library Experience Center and Project Management Center, as provided in this RFP.
- f) However, if in the view of MLS, the engaged architect and/or the interior designer are not up to the mark then the MLS shall engage an architect and/or interior designer on its own and the cost of which shall be borne by the MSP.

- g) MSP shall re-furbish the required floors by demolishing the existing construction, if required (to be prepared by MSP and approved by MLS), install all the electricity and other infrastructure, and dispose of the waste as per environmental guidelines.
- h) MSP is required to prepare a landscape design for each of the designated areas with colour schemes that complement the architectural décor of the building, surrounding structural elements.
- i) MSP must carry-out water proofing, landscaping and other improvements required.
- j) The intent of MSP while designing the floors should be to build an energy efficient ecosystem for efficient energy use (all devices should be 4- or 5-Star energy efficiency compliant).
- k) The electricity equipment to be installed should be motion sensor based light fixtures for auto shut-off during periods of no use in all rooms and in all halls, corridors except for mandatorily on fixtures to always provide minimum lighting and must be LED based only (5-star rating).
- l) MSP shall carry out minor works, repairs, cabling, and others related to electricity.
- m) MSP shall setup all partitions, provision all loose furniture, chairs, painting, and other wall finishes.
- n) MSP shall setup required furniture such as chair, table, visitor chairs, storage unit, racks & book shelves.
- o) MSP shall perform all tasks related to facility management at the Library Department, Library Experience Center and Project Management Center.
- p) MSP shall deploy one resource as facility manager who shall be a single point of contact for all facility related requirements at these facilities.
- q) The cost of maintenance of the building and the exterior, if structural in nature, will be borne by MLS.
- r) The cost of normal maintenance and repair of the floors or space allocated in the building / interiors and all other operating costs are to be borne by the MSP during the project duration.
- s) The cost of waterproofing and related civil work if it impacts to Library department, Library Experience Center and Project Management Center by causing seepage etc. shall be the responsibility of the MSP.
- t) MSP shall be responsible for fulfilling fire safety requirements within the floor/department.
- u) MSP shall be responsible and bear the cost for all consumable items and telephone charges.
- v) MSP shall define policies, procedures, and standards for facility management, as required to which the MSP adhere to.
- w) MSP shall be directly responsible for ensuring operational service levels and that the performance is met.
- x) Any kind of wear and tear or damage in the facility or any equipment is rendered useless shall be required to be replaced immediately by the MSP.

- y) The MSP will be required to replace any equipment that is not functioning properly or as may be requested by MLS
- z) The MSP will submit a facility management plan to MLS. MLS may request changes from time-to-time which the MSP shall implement.
- aa) The MSP shall carry out repair / refurbish parts of the facility due to normal wear and tear on account of continuous usage.
- bb) Although unforeseen circumstances may require departures from this directive, any deviations require prior written approval or direction from MLS.

2.7.8 Security requirements

MSP shall have to compliant the following security requirements for the Library Department, Library experience center and Project management center.

2.7.8.1 External security at the Facility

- a) MSP shall be responsible for installing security features such as CCTV surveillance for the exterior of these three facilities (i.e., Library department, Library experience center and Project Management Center).

2.7.8.2 Internal security at the Facility

- a) MSP shall provide for Biometric Attendance system (BAS) at Library Experience Centre and Project Management Center.
- b) MSP shall provide a digital Visitor Management System (VMS) at Library Experience Centre.
- c) The MSP to bring-in only such BAS and VMS systems which are acceptable to MLS. The MSP shall propose a list of such system available for approval of MLS.
- d) Access to the Library Experience Centre facility must be strictly monitored and no visitor may enter the Experience Centre without prior permission from the MLS.

2.8 TRACK 5: HELPDESK SETUP AND OPERATIONS

This track includes setup and running centralised helpdesk setup and operations for this MLS project for the entire period of Operation and Maintenance phase. This helpdesk is to be set up in Mumbai or adjoining districts or nearby districts.

- a) All infrastructure cost required to establish helpdesk including space, lease lines etc. shall be managed by MSP on its expenses.
- b) The MSP shall be responsible for the helpdesk Support for MLS information Portal, Network components including DC, DR Cloud, LAN at Mumbai & Nagpur locations, FTTP Network Setup, Library Experience Centre, and Project Management Centre.
- c) The MSP shall provide a link on MLS information portal and mobile application facility for all stakeholders to create and track status of incidents.
- d) The helpdesk will primarily handle technical queries of MLS officials relating to MLS information portal and Digitalization system, and external stakeholder having the query on the MLS information Portal.
- e) MSP shall follow the implementation plan for the helpdesk launch as specified in the project timelines.
- f) Helpdesk is required to ensure that MLS officials can log calls and complaints for any technical issues they face while using the MLS Digitalization systems. The following is included in the scope of work of MSP:
 - i. Landline/mobile number (Not Toll Free) will be taken by MSP in MLS's name. This number will be published, and MLS officials and MLS internal/external stakeholders can call this number for their issues. Recurring telephone bill costs to be paid by MSP for the entire project duration.
 - ii. Helpdesk to have Interactive Voice Response (IVR) system for first level of call segregation.
 - iii. MSP shall be paid based on actual Customer Service Executives (CSE) deployed.
 - iv. MSP may operate the call center remotely.
 - v. In addition to the telephone call, the MSP shall also provide other two-way integrated communication channels for call logging, like portal, chat app, email, and SMS for speedy query resolution and to manage all the communications across channels in one place no matter how users contacted the helpdesk.
 - vi. Following is also part of scope of work of MSP:
 - a) development of training material for CSEs and supervisors
 - b) training to be imparted to CSEs and supervisors
 - c) provision of Call Center application including CRM on services model

- d) development of standard operating procedures with call prioritisation guidelines, problem security codes and escalation procedures etc. in consultation with MLS
 - e) helpdesk related infrastructure
 - f) sharing training content and maintaining liaison with MLS help desk teams.
- vii. Estimated number of CSEs: Estimated ratio of CSEs to supervisor is 10:1.
- viii. Language Capabilities for handling the calls/complaints from stakeholders: Marathi, Hindi, and English
- ix. The service window for Help Desk is 8X5 (Monday to Friday).
- x. The Helpdesk support at MLS building is to be provided from 10:45 AM to 6:50 PM during the weekdays. However, as per requirement of MLS, the helpdesk support shall require to be provided during House sessions (i.e., from start of the session to the end of the session) and weekends (i.e., Saturday & Sunday) on need basis. MLS will provide advance intimation (a week in advance) of such support requirement and duration to the bidder in advance.
- xi. The call statistics will be analysed every quarter after Go-Live and the number of CSEs may be ramped up or down accordingly on a month's notice.
- xii. MLS also reserves the right to remove the helpdesk requirement from the scope of work of the MSP at any stage of the project. MLS will provide sixty (60) days' prior notice to MSP in this regard.
- xiii. MSP to provision for both inbound and outbound calls. Outbound calls would be required to provide update/status to limited number of end users as per SOPs.
- xiv. In the technical bid bidder need to provide details of proposed helpdesk facility including the address of help desk facility, IT, and non-IT infra facilities available in the help desk as well as other details of the facility. MLS reserves the right to visit the proposed facility during operations phase.
- xv. The help desk will serve as single point of contact for reporting/resolution of all tickets (queries, errors, incidents, issues either application or infrastructure or operations related).

2.8.1 Selection & Deployment of Manpower

- a) MSP shall select & deploy the skilled and qualified manpower required for running the helpdesk.
- b) The number of CSEs may be ramped up or down accordingly on a week's notice
- c) Minimum Manpower Profile – Manpower deployed by MSP for Helpdesk should comply with minimum qualification as mentioned in following table:

Table 8 - List of minimum manpower profile requirements

#	Position	Minimum Qualification	Minimum quantity
1.	Customer Service executive (CSEs)	a) Minimum 12th passed and pursuing graduation, preferably graduate or equivalent b) Able to fluently speak, read and write in Marathi, Hindi, and English. c) Able to communicate confidently and politely, with good speaking skills	4
2.	Team Leaders	a) Must be a Graduate or equivalent b) Able to speak, read and write in Marathi, Hindi, and English c) Able to communicate confidently and politely, with good speaking skills d) Experience of at least three years in a Call Centre/Technical Helpdesk role e) Experience in coaching and developing skills of people	1

2.8.2 Training to Helpdesk Manpower

- a) MSP should make arrangement for imparting proper training in soft skills, call handling procedures, exposure to related MLS applications, MLS departments functions and Debates related matters (high-level) to prepare the CSEs to answer different types of queries, and on other aspects of Help Desk.
- b) The MSP should ensure that all the CSEs are put on actual duty only after providing them proper training on at least the following areas:
 - i. Soft skills
 - ii. Applications
 - iii. IT infrastructure
 - iv. Call handling procedures
- c) Feedback mechanism: The MSP shall also develop a feedback mechanism so that MLS Stakeholders or the callers are able to rate the problem-solving ability and professionalism of the agent. The MSP shall timely prepare such performance reports and bring it to the notice of the MLS.

2.8.3 Set up IT Infrastructure for Helpdesk Operations

MSP shall arrange for IVR, dialer and related hardware and network components for running the IT Helpdesk Operations.

- a) Help Desk application (CRM):
 - i. MSP would provide and implement a comprehensive CRM solution.
 - ii. The software would maintain complete call history of all calls received at the Help Desk.

- iii. CSEs would be capturing all the relevant caller information in this application for recording customer communication and should be integrated with required MLS applications etc.
 - iv. The MSP shall provide MLS with all the data of this application at end of contract period or immediately, in case of an early termination of the project/ service. The formats can be industry standard formats e.g., MS Excel, CSV, or MS Access DB.
 - v. This application needs to be integrated by MSP with Help Desk tool that will be procured and implemented by MSP as part of EMS (Enterprise Monitoring System) solution.
 - vi. Help Desk application (CRM) will remain property of the MSP
- b) Call Number:
- i. MSP shall take two access numbers, from two different operators.
 - ii. The access number shall be in name of MLS.
 - iii. Numbers should be accessible from anywhere in India. Customer should be able to dial this number from mobile as well as landline.
 - iv. MSP shall provide the PRI line(s) to route the number(s)
- c) Other Infrastructure, but not limited to, to be provided by MSP are:
- i. Call queue waiting time for the caller before getting attended by a CSEs
 - ii. Call barging and recording software
 - iii. CSEs computers, phone sets and headsets.
 - iv. Connectivity between Helpdesk & DC and Helpdesk & DR.

2.8.4 Helpdesk operations

Helpdesk would have following major activities and tasks:

- a) Issues logged by users through Helpdesk should be accessed and serviced by the helpdesk personnel.
- b) Creating Standard Operating Procedures (SOPs) for helpdesk operations including call prioritisation guidelines, problem security codes and escalation procedures etc. in consultation with MLS.
- c) Track and route requests for service and to assist end users in answering questions and resolving problems. Assign severity level to each ticket as per the SOPs.
- d) Acknowledgement should be sent to user along with service ticket number through an email immediately on call logging.
- e) Routing the query received to the concerned team of the MSP for resolution of tickets (Issues that the helpdesk personnel are not able to resolve)
- f) Escalate the issues/complaints, to MLS if necessary, as per the escalation matrix.

- g) Notifying users, the problem status and resolution through the tickets over email & SMS.
- h) All the issues on logging shall be assigned severity of issue. Basic guideline for assigning severity is as follows:
 - i. Severity 1
 - ii. Severity 2
 - iii. Severity 3
- i) Every call received/done from the Helpdesk would be recorded in the Helpdesk application against the respective id.
- j) Each call would have a unique identifier and in case there is any query/any other request, stakeholder shall be intimated about the call id for future tracking purpose.
- k) All calls (both inbound and outbound) should be recorded. The call data from the voice logger should be archived on to hard disk every 15 days. The data on the hard disk should be stored in using such naming conventions that supports easy retrieval. These records shall be retained on hard disk for another 30 days.
- l) If it is observed by MLS that a CSE/team leader has misbehaved with a caller on telephone, or if complaint is received against any of the CSE/team leader or if his/her performance is found to be lacking in the opinion of MLS, MLS may instruct the MSP to remove such person from MLS Digitalization Helpdesk immediately and provide replacement within 1 week.
- m) Helpdesk shall keep the user informed on various stages of resolution through email.
- n) Even if the call is forwarded to external entity, coordination between user and external entity would be maintained by helpdesk along with informing the user on call status.
- o) Incidents which are not meeting SLAs, and which are exceptional in nature (highly critical, wider spread etc.) shall be escalated as per defined escalation matrix.
- p) Helpdesk should comply with SLAs applicable to them as mentioned in section 6 "Service level agreements & penalties" of this RFP. Non-adherence to SLAs shall lead to imposition of liquidated damages.
- q) Helpdesk solution should have knowledge base for frequently reported problems along with the resolution steps/solutions and publish on the portal. The MSP should prepare this knowledge base and continuously update the knowledge basis on the website that can enable user to find resolution without calling the helpdesk.
- r) Continuous Improvement:
 - i. On a quarterly basis, MSP shall carry out the analysis of help desk tickets (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. MSP shall submit a report to MLS with the analysis and provide inputs to MLS on user training requirements, awareness messages to be posted on the portal, redesign recommendations and/or application enhancements (functional/design) based on help desk ticket analysis. The

objective of the analysis should be to address the repeat incidents and enhance the delivery of services to the end users.

- s) The helpdesk tool should have preconfigured workflows in accordance with industry best practices and the ease of use with respect to modifying those workflows as needed.
- t) MSP shall prepare as per industry standard formats e.g., MS Excel, CSV, MS Access DB, and others and submit reports to MLS team as per the mutually agreed reporting structure. These reports shall include but not limited to the following:
 - i. Incident logs (category, severity, and status of call etc.)
 - ii. Incidents escalated
 - iii. SLA compliance/non-compliance report with reasons for non-compliance
 - iv. Problem management
 - v. Detailed analysis of the calls containing opportunities of automation, trainings, FAQs, etc.
 - vi. Helpdesk & CSE utilization reports, benchmarked against industry standards for similar application/environment.
 - vii. Calls per week, month, or another period.
 - viii. Numeric and graphical representation of call volume
 - ix. Calls for each interaction tracked by type (calls for information on specific service, calls for specific enquiries)
 - x. Number of dropped calls after answering, including:
 - xi. Calls that ended while on hold, indicating that the caller hung up;
 - xii. Call that ended due to entry errors using the automated system indicating difficulty in using the system
 - xiii. No. of rings before a Call was picked up (max., min, avg. for a day)
- u) On a quarterly basis, MSP shall carry out the analysis of help desk tickets (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. MSP shall submit a report to MLS with the analysis and provide inputs to MLS on user training requirements, awareness messages to be posted on the portal, redesign recommendations and/or application enhancements (functional/design) based on help desk ticket analysis.

2.8.5 Helpdesk management software/application

The proposed helpdesk management software/application should have the following functionalities or capabilities.

- a) Must provide flexibility of logging, viewing, updating, and closing incident manually via web interface.
- b) Preconfigured workflows in accordance with industry best practices and the ease of use with respect to modifying those workflows as needed
- c) Facility to route the query received to the concerned team of the MSP for resolution of tickets (Issues that the helpdesk personnel are not able to resolve)

- d) Acknowledgement should be sent to user along with service ticket number through an email immediately on call logging
- e) Keep the user informed on various stages of resolution through email
- f) The web interface console would also offer power-users tips.
- g) The proposed helpdesk solution must provide seamless integration to log incident automatically via system and network management.
- h) The proposed helpdesk solution must provide classification to differentiate the incident via multiple levels/tiers of categorization, priority levels, severity levels and impact levels.
- i) The proposed helpdesk solution must be able to provide flexibility of incident assignment based on the workload, category, location etc.
- j) Each escalation policy must allow easy definition on multiple escalation levels and notification to different personnel via window GUI/console with no programming.
- k) The escalation policy would allow flexibility of associating with different criteria like device/asset/system, category of incident, priority level, organization, and contact.
- l) The proposed helpdesk solution must provide web-based knowledge database to store useful history incident resolution.
- m) The proposed helpdesk solution must contain built-in knowledge tools system that can provide grouping access on different security knowledge articles for different group of users.
- n) The proposed helpdesk solution must integrate with EMS event management and support automatic problem registration, based on predefined policies.
- o) The proposed helpdesk solution must be able to log and escalate user interactions and requests.
- p) Every call received/done from the Helpdesk would be recorded in the Helpdesk application against the respective id
- q) The proposed helpdesk solution must provide status of registered calls to end-users over email and through web.
- r) The proposed helpdesk solution must have an updateable knowledge base for technical analysis and further help end-users to search solutions for previously solved issues.
- s) The proposed helpdesk solution must have the ability to track work history of calls to facilitate troubleshooting.
- t) The proposed helpdesk solution must support tracking of SLA (service level agreements) for call requests within the help desk through service types.
- u) The proposed helpdesk solution must support request management, problem management, configuration management and change order management.

- v) The proposed helpdesk solution must be capable of assigning call requests to technical staff manually as well as automatically based on predefined rules, and should support notification and escalation over email, web etc.
- w) Knowledge tools and Configuration Management Data Base (CMDB) should be integral built-in components of Helpdesk and should be accessible from the same login window to enable seamless access.
- x) The proposed helpdesk solution must allow the IT team to see the Configuration Items (CI) relationships in pictorial format, with a specified number of relationships on single window.
- y) Workflow must provide the ability of being Non-linear workflow with decision-based branching and the ability to perform parallel processing. It should also have a graphical workflow designer with drag & drop feature for workflow creation and updation
- z) The proposed helpdesk solution must have an integrated CMDB for better configuration management & change management process. CMDB should have been able to scale as per the requirements of the project for creation of CI families, CI Classes and CI Relationship Types out of the box. Both helpdesk & CMDB should have same login window for seamless access.
- aa) The proposed helpdesk solution must have a top management dashboard for viewing the helpdesk KPI in graph & chart formats.
- bb) The proposed helpdesk solution must support remote management for end-user & allow analysts to do the desktop sharing for any system located anywhere, just connected to internet.
- cc) Remote desktop sharing / integrated
- dd) Helpdesk tool should be out-of-the-box, agent-less & all activities should be automatically logged into the helpdesk ticket.
- ee) The proposed helpdesk solution must allow IT teams to create solution & make them available on the end – user login window for the most common requests.

2.9 TRACK 6: TRAINING AND CAPACITY BUILDING

2.9.1 Introduction

- a) The purpose of this section is to define the scope of work for training and capacity building.
- b) MSP's scope of work also includes preparing the necessary documentation and aids required for successful delivery of such trainings.
- c) The details provided in this section are indicative and the number of training sessions may increase.
- d) MSP shall be responsible for providing training to stakeholders, at least, on the usage and maintenance of MLS information portal & mobile app, MLS Digitalization system, DC, Cloud DR, LAN, FTTP Network, Library management software and Library Experience Centre.
- e) MSP shall propose different training modules for different user profiles at the appropriate timelines in the project.
- f) MSP shall provide such additional training as they deem necessary to ensure that the training imparted is comprehensive and complete.
- g) MSP shall design a calendar of training activities, for various solution components of MLS Digitalization project including at least on the MLS Information Portal, Digitalization Platform, Content Management System, AI/ML based multilingual search engine, Data crawling tool, DC/DR, LAN, FTTP Network, Video vault, Library Experience Centre, Library department upgradation and others, in consultation with MLS. The calendar designed shall identify the type of training (comprehensive competency-based training), topics to be covered and the details on trainee, trainer, and the venue. The training calendar is to be prepared in the following format -

Table 9 - Training calendar format

Sl. No.	Type of training	Topic	Dates	Trainer	Trainee

- h) MSP shall submit a training completion report to MLS after completion of every training.
- i) MSP must propose an appropriate training model in their bid and must propose detailed methodology on how the training would be conducted.
- j) MSP shall be required to arrange training infrastructure along with providing the training plan, training content & the training delivery and bear the cost for the same. MLS shall provide the training room and the venue for the training.
- k) MSP shall be responsible for making sure that all the MLS Officials and other users are technically equipped to operate the solution and related devices.

- l) MSP shall be responsible for conducting training sessions for departmental users covering MLS at Mumbai and/or Nagpur.
- m) MSP shall organize regular half yearly trainings for new joiners in the MLS departments.

2.9.2 Training requirements

2.9.2.1 Types of training

- a) To make MLS Digitalization Project a success, the following training programs are to be arranged by the MSP from time to time depending on the requirement and understanding of MLS Officers and Staff.

Table 10 - List of Training types

Type of training	Relevant Stakeholders	Scope
Administrative & Project related	MLS departments officials	a) Training on project management b) Training on transition management c) Training on change management d) Training on business knowledge
Functional	MLS departments officials	a) Training on MLS information portal and Mobile application including all functions / modules b) Training on Digitalization Platform / SDMS including scan, store, metadata creation, digital formats, digital records management, quality control, c) Training on Content Management System d) Training on Member profile management e) Training on AI/ML based multilingual search engine f) Training on Information request management g) Training on Data crawling h) Training on BI and Dynamic reporting i) Training on Library management software j) Training on other processes and functions
Technical (Application & Infrastructure)	- MLS Department Officials - MLS IT Team	a) Training on database b) Training on API details and integration requirements c) Training on system operations d) Training on IT Infrastructure setup, configuration, and troubleshooting (1 st level) related training including DC, DR, FTTP Network, Library Experience Centre, and others e) Training on security aspects for DC, DR, FTTP Network, Library Experience Centre, and others f) Training on EMS tool/software g) Training on backup and restore software h) Training on non-IT infrastructure including precision & comfort AC, UPS, Electrical system, Access control, fire detection and suppression system,

Type of training	Relevant Stakeholders	Scope
		passive network cabling, overall physical data centre

- b) MSP shall identify at least two master trainers for each of the core areas who shall provide the relevant training. The list of such trainers to be submitted to MLS from time to time (in case of any modifications). The task of the master trainers shall be to be a single point of contact for the training purpose of their respective specialized areas.
- c) The Master Trainers shall be so identified by the MSP which have complete knowledge of their respective domains (functional, technical, and operational).

2.9.2.2 Preparation of training aids

- a) MSP will prepare all the requisite audio/video training aids that are required for successful completion of the training for all stakeholders. These include the following for all the stakeholders:
 - i. Training manuals for MLS officials and other stakeholders
 - ii. Computer based training modules
 - iii. Video (recorded sessions) for portal functionality, CMS, SDMS, Library management software, business intelligence, dynamic reporting, and others.
 - iv. Presentations
 - v. User manuals
 - vi. Video based tutorial
 - vii. Quick user guide
 - viii. FAQs
 - ix. Operational and maintenance manuals for the modules provided along with the MLS digitalization systems/solutions
 - x. Application/modules training prototype for hands on training using dummy data
 - xi. Regular updates to the training aids prepared under this project
- b) MSP shall develop and supply training material at least for the following
 - i. Applications including
 - 1) Administration management including role-based access, audit trails
 - 2) Digitalization Platform / Scanned Document Management System
 - 3) Digital video vault management
 - 4) Content Management System
 - 5) Workflow Management

- 6) Metadata Indexing engine
- 7) Data linking of Debates
- 8) Crawling engine
- 9) AI/ML based multilingual search engine
- 10) Member profile management
- 11) Information request management
- 12) House session calendar
- 13) Generation of e-Book
- 14) Virtual tour
- 15) Data Analytics
- 16) Library management
- 17) Mobile Application
- 18) Library Virtual tour management
- 19) Library management software

ii. Infrastructure

- 1) DC
- 2) Cloud DR
- 3) LAN
- 4) FTTP Network
- 5) Library Experience Centre management

- c) MSP must supply the training aids in Marathi, Hindi & English. The material developed should be highly user friendly and such material shall be shared with MLS by the MSP.
- d) MSP will maintain a copy of all the training aids/material on the MLS information portal and access will be provided to relevant stakeholders depending on their need and role. The access to training on the portal would be finalized with MLS. MSP must ensure the following points:
- i. For each training session, the MSP must provide the relevant training material (printed & soft) copies to all the attendees.
 - ii. All printed material should be in colored copies with standard printing quality
 - iii. The contents developed shall be the property of MLS with all rights.

2.9.2.3 Number of trainings

- a) MSP must ensure that the personnel deployed for training are properly qualified and understand the area of their training in depth. This section covers the number of trainings that is required.

Table 11 - Stakeholder's training requirements

Stakeholders	Total Number of trainees to be trained	Minimum Number of trainees per session	Number of days or hours for each session	Training type	Details
MLS Officials	50	25	3 (Hours)	Administrative	Overview on administrative management of MLS Information Portal, Mobile Application, Digitalization platform, Data Crawling, Dashboards, Reports, Audit trail and others
	500	25	3 (Hours)	Functional	Functional overview of MLS Information Portal, Mobile Application, Digitalization platform, CMS, search engines, Data Crawling, Library Management software and others
	50	25	3 (Hours)	Technical (Application)	Overview on technical aspects of MLS Information Portal, Mobile Application, Digitalization platform/SDMS, Data crawling CMS, Library management software, and others
	25	NA	3 (Hours)	Technical (Infrastructure)	MSP team will work closely with the MLS technical teams and ensure that the MLS technical team is

Stakeholders	Total Number of trainees to be trained	Minimum Number of trainees per session	Number of days or hours for each session	Training type	Details
					updated about all aspects of the technology and infrastructure (DC, DR, FTTP Network, Library Experience Centre, Project Management Centre). Hence, training sessions are to be planned accordingly.
Legislative Members (MLC, MLA) including their PA and Ex-MLC, MLA	100	100	3 (Hours)	Functional	Functional overview of MLS Information Portal, Mobile Application, AI/ML based multilingual search engine, Information request workflow, e-Books, and other functionalities
Other stakeholders	100	25	3 (Hours)	Functional	Functional overview of MLS Information Portal, Mobile Application, AI/ML based multilingual search engine, Information request workflow, e-Books, and other functionalities

- b) The MSP shall also be responsible for retraining the MLS staff whenever changes are made in the application and/or personnel and it is the responsibility of the MSP to ensure that everyone involved in MLS operations is familiar with new services of MLS Information Portal.

2.9.3 Training Effectiveness

- a) MSP must ensure that the training sessions held are effective. For this purpose, MSP will prepare a comprehensive feedback form that will capture necessary parameters on measuring effectiveness of the training sessions. This form will be discussed and finalized with MLS.
- b) After each training session, feedback will be sought from each of the attendees on either printed feedback forms or through a link available on the web portal. The feedback received would be reported to MLS for each training session.

2.9.4 Change management and planning and execution

- a) MSP shall have to help MLS with complete Change Management exercise needed to make this project a success.
- b) Change Management shall also include development and execution of communication strategy for the stakeholders.
- c) MSP is required to conduct the change management workshops for all the MLS staff in a phased manner, in line with the overall implementation plan. MSP shall conduct these workshops. The change management workshops should be conducted for various levels of officials/employees in MLS. The workshop content and material should be designed with specific focus on the requirements of each of these levels and work domain. MSP should conduct workshops for each group of employees (MSP to finalise the actual number of sessions in consultation with MLS in sync with the training plan and as part of the training module. MSP additionally may collaborate with/ hires services of a specialist agency who will be responsible for complete Change Management, Communication and Training implementation and monitoring at a holistic level for MLS officials and other nominated by MLS, on the lines suggested below:
 - i. Impact Assessment – The MSP shall perform the impact assessment, considering MLS Information Portal and Mobile application, to identify the changes to the current functioning, organisation structure, roles and responsibilities, current capacities (training to the existing resources or deployment of additional resources) etc.
 - ii. Design the change management approach – The MSP shall perform an analysis and provide advice on the optimal way of getting MLS from where it is now to where it needs to be, including for successful implementation of MLS Information Portal & Mobile application and to mitigate all the project risks. This will include the approach to change, the timeframes and the milestones including attitudes, behavior, preparing for future and shall be holistic in nature.
 - iii. Assist in implementation of Change Management Plan – MSP shall take lead in assisting MLS in implementing the change and MLS in turn shall provide all the necessary support for successful implementation of the change management plan developed by the MSP.

2.10 TRACK 7: OPERATIONS AND MAINTENANCE

This section describes the operational requirements of the MLS Digitalization project including MLS Information Portal, Mobile Application, DC, Cloud DR, Network, FTTP Network Setup, Library Experience Centre.

MSP will operate and maintain all the components of this project after Go-Live date for the period mentioned in BDS. During O&M phase, MSP shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to MLS.

After Go-Live, if any system/sub-system/appliance that is deployed during the O&M phase must be added in the MLS Digitalization systems only after proper induction procedures are followed including hardening and security testing.

MSP will ensure that at no time shall any data of MLS Digitalization Systems be ported outside the geographical limits of the country.

The high-level details of O&M activities are mentioned below:

2.10.1 Applications Support and Maintenance

Application support includes, but not limited to, production monitoring, troubleshooting, and addressing the functionality, availability, and performance issues, implementing the system change requests etc. The MSP shall keep the application software in good working order; perform changes and upgrades to applications as requested by the MLS team. Key activities to be performed by MSP in the application support phase are as follows:

a) Compliance to SLA

MSP shall ensure compliance to SLAs as indicated in this RFP and any upgrades/major changes to the software shall be accordingly planned by MSP ensuring the SLA requirements are met at no additional cost to the MLS.

b) Annual Technology Support

The MSP shall be responsible for arranging for annual technology support for the OEM products to MLS provided by respective OEMs during the entire O&M phase. For the following software's MSP is mandatorily required to take enterprise level annual support for the entire contract duration:

- i. Operating System
- ii. Virtualization layers
- iii. IT Infrastructure hardware
- iv. Database
- v. Analytics tool

c) Application Software Maintenance

- i. MSP shall provide unlimited support through onsite team/telephone/Fax/E-mail/Video Conferencing/installation visit as required
- ii. MSP shall address all the errors/bugs/gaps in the functionality in the solution implemented by the MSP (vis-à-vis the SRS signed off) at no additional cost during the O&M phase.

- iii. All patches and upgrades from OEMs shall be implemented by the MSP ensuring customization done in the solution as per the MLS's requirements are applied. Technical upgrade of the installation to the new version, as and when required, shall be done by the MSP. Any version upgrade of the software / tool / appliance by MSP to be done after taking prior approval of MLS and after submitting impact assessment of such upgrade.
 - iv. Any changes/upgrades to the software performed during the support phase shall subject to the comprehensive and integrated testing by the MSP to ensure that the changes implemented in the system meets the specified requirements and doesn't impact any other function of the system. Release management for application software will also require MLS approval. A detailed process in this regard will be finalised by MSP in consultation with MLS.
 - v. Issue log for the errors and bugs identified in the solution and any change done in the solution shall be maintained by the MSP and periodically submitted to the MLS team.
 - vi. MSP, at least monthly, will inform MLS about any new updates/upgrades available for all software components of the solution along with a detailed action report. In case of critical security patches/alerts, the MSP shall inform about the same immediately along with his recommendations. The report shall contain MSP's recommendations on update/upgrade, benefits, impact analysis etc. The MSP shall need to execute updates/upgrades through formal change management process and update all documentations and Knowledge databases etc. For updates and upgrades, MSP will carry it out free of cost by following defined process.
- d) Problem identification and Resolution
- i. Errors and bugs that persist for a long time, impact a wider range of users shall be identified and resolved by MSP.
 - ii. Monthly report on problem identified and resolved would be submitted to MLS team along with the recommended resolution.
- e) Change and Version Control
- All planned or emergency changes to any component of the system shall be through the approved Change Management process. The MSP needs to follow all such processes (based on industry ITSM framework). For any change, MSP shall ensure:
- Detailed impact analysis
- i. Change plan with Roll back plans
 - ii. Appropriate communication on change required has taken place
 - iii. Proper approvals have been received
 - iv. Schedules have been adjusted to minimize impact on the production environment
 - v. All associated documentations are updated post stabilization of the change
 - vi. Version control maintained for software changes
 - vii. The MSP shall define the Software Change Management and Version control process. For any changes to the solution, MSP must prepare detailed documentation including proposed changes, impact to the system in terms of

functional outcomes/additional features added to the system etc. MSP shall ensure that software and hardware version control is done for entire duration of MSP's contract.

- f) Maintain configuration information
 - i. MSP shall maintain version control and configuration information for application software and any system documentation.
- g) Training
 - i. MSP shall provide training to MLS personnel whenever there is any change in the functionality. Training plan must be mutually decided with MLS team.
- h) Maintain System documentation
 - i. MSP shall maintain at least the following minimum documents with respect to the MLS information portal and Digitalization systems:
 - 1) High level design of whole system
 - 2) Low Level design for whole system / Module design level
 - 3) System requirements Specifications (SRS)
 - 4) Any other explanatory notes about system
 - 5) Traceability matrix
 - 6) Compilation environment
 - ii. MSP shall also ensure updating of documentation of software system ensuring that:
 - 1) Source code is documented
 - 2) Functional specifications are documented
 - 3) Application documentation is updated to reflect on-going maintenance and enhancements including FRS and SRS, in accordance with the defined standards
 - 4) User manuals and training manuals are updated to reflect on-going changes/enhancements
 - 5) Standard practices are adopted and followed in respect of version control and management.
- i) All the project documents need to follow version control mechanism. MSP will be required to keep all project documentation updated and should ensure in case of any change, the project documents are updated and submitted to MLS by the end of next quarter.
- j) For application support MSP shall keep dedicated software support team to be based at MSP location that will single point of contact for resolution of all application related issues. This team will receive all the application related tickets/incidents and will resolve them. This team should also comprise domain experts to provide all domain related support to technical team. In its technical bid MSP need to provide the proposed team structure of application support including number of team members proposed to be deployed along with roles and skills of each such member. Application support team shall be employees of MSP.
- k) Any software changes required due to problems/bugs in the developed software/application will not be considered under change control. The MSP will have to modify the software/application free of cost. This may lead to enhancements/customizations and the same needs to be implemented by the MSP at no extra cost.

- l) Any additional changes required would follow the Change Control Procedure. MLS may engage an independent agency to validate the estimates submitted by the MSP.
- m) MSP shall factor in 100 Man months of effort towards change requests in its costs of software development. Any effort beyond 100 Man months will be considered through the change request process. This may be used at any time during the contract period.

2.10.2 IT Infrastructure Support and Maintenance

IT infrastructure includes servers, storages, back up, networking, load balancers, FTTTP network, video walls, laptop/desktop, security equipment, operating systems, database, enterprise monitoring system, help desk system and other related IT infra required for running and operating the envisaged system. MSP shall define, develop, implement, and adhere to IT Service Management (ITSM) processes aligned to ITIL framework for all the IT Services defined and managed as part of this project. IT infrastructure support and maintenance include but not limited to the below:

2.10.2.1 Warranty support for deployed IT infrastructure

- a) MSP shall provide comprehensive and on-site warranty during the operation and maintenance period from the date of Go-Live for the IT infrastructure deployed on the project. MSP need to have OEM support for these components and documentation in this regard need to be submitted to MLS on annual basis.
- b) MSP shall provide the comprehensive & onsite manufacturer's warranty in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered by the RFP. MSP must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this RFP against any manufacturing defects during the warranty period.
- c) MSP shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP.
- d) MSP is responsible for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. During the warranty period MSP shall replace or augment or procure higher-level new equipment or additional licenses/hardware at no additional cost to the MLS in case the procured hardware or software is not enough or is undersized to meet the service levels and the project requirements.
- e) Mean Time Between Failures (MTBF) - If during contract period, any equipment has a hardware failure on four or more occasions in a period of less than three months or six times in a period of less than twelve months, it shall be replaced by equivalent or higher-level new equipment by the MSP at no cost to MLS.
- f) During the warranty period MSP shall maintain the systems and repair/replace at the installed site, at no charge to MLS, all defective components that are brought to the MSP's notice.

- g) In case any hard disk drive of any server, SAN, or client machine is replaced during warranty/AMC, the unserviceable HDD will be property of MLS and will not be returned to MSP.
- h) The MSP shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM. The PM should be carried out at least once in six months as per checklist and for components agreed with MLS.
- i) The MSP shall carry out Corrective Maintenance for maintenance/troubleshooting of supplied hardware/software and support infrastructure problem including network (active/passive) equipment, security, and rectification of the same. The MSP shall also maintain complete documentation of problems, isolation, cause, and rectification procedures for building knowledge base for the known problems in centralized repository, accessible to MLS team as well.
- j) The MSP shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.
- k) The MSP shall ensure that the warranty complies with the agreed technical standards, security requirements, operating procedures, and recovery procedures.
- l) The MSP shall have to stock and provide adequate onsite and offsite spare parts and spare component to ensure that the uptime commitment as per SLA is met.
- m) The MSP shall ensure that the onsite list of spares is assigned only for MLS infrastructure and that this list of onsite spares is made available to MLS and updated on monthly basis
- n) Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).
- o) The MSP shall introduce a comprehensive Assets Management process & appropriate tool to manage the entire lifecycle of every component of MLS Digitalization system.
- p) For Peripheral Equipment's
 - i. The MSP needs to ensure to provide support for all the support Equipment's. In case any of the device models, peripheral or software components becomes obsolete, the MSP shall offer new item/model, software with the same make and or higher specification at no additional cost. The proposed devices/peripherals should comply with the STQC Guidelines and shall be offered to the department for evaluation and acceptance. The MSP shall provide technical document and manpower support to enable the department in evaluation process.
 - ii. The MSP shall ensure that the DC, DR, LAN and FTTP Network at MLS Mumbai and Nagpur locations, Library Department, Library Experience Centre, Project Management Centre device stock maintained at MLS Mumbai level is enough

to ensure timely replacement of faulty devices within the defined SLA. In case of any delay in the repair/ replacement of respective device, a penalty shall be imposed on the MSP for each incident. MSP shall be required to certify such availability of the stock of Network devices in good and running conditions on monthly basis to MLS IT department.

- iii. The MSP shall perform Preventive Maintenance of all equipment supplied on quarterly basis for up keeping proper functioning of the devices/items supplied under the present agreement and certify that all the Network devices are found to be tamper proof and comply with specifications and requirements of the scope of the RFP. The department officials shall counter sign all the certificates/reports.
- iv. The MSP is required to provide details of the team (key personnel requirements). Please refer the section 2.11 of this RFP for key personal details.
- v. The MSP may have to deploy additional manpower for smooth functioning of the project and at no extra cost to meet the SLA's provided in the RFP document.
- vi. The MSP shall be responsible for Fixing bugs/ issues, functionality enhancements, patches to cater changes (including tax, legal, statutory and policy requirements), modification or enhancement to existing business processes, changes to organizational structure, configurations, and customizations.
- vii. The MSP shall ensure the availability of the Technical support from the OEM for all peripheral equipment which includes – Network devices, Video wall, FTTP Network Setup Devices throughout the period of contract.

2.10.2.2 Maintenance of IT Infrastructure:

- a) Management of DC, DR, LAN (at Mumbai and Nagpur locations) Library Dept & Experience Centre, FTTP Network, Project Management Centre
 - i. MSP need to deploy requisite mix of L1, L2 and L3 resources (on 24X7 basis) for management of entire MLS Digitalization Systems including IT infrastructure deployed at DC, DR, Library department, Library Experience Centre, Project Management Centre and for FTTP Network.
 - ii. In its technical bid MSP need to provide details of its team deployed at each site along with the category/roles and number of resources planned (with MSP and outside), experience and skills, to be deployed at each site.
 - iii. All the L1 and L2 resources proposed for the project need to be dedicated for the MLS project.
 - iv. MLS may ask for security verification (Police verification) of every resource deployed on the project and MSP need to comply the same before deployment of the resource at the project.

- v. At all times, the MSP need to maintain the details of resources deployed for the project to MLS and keep the same updated. A detailed process in this regard will be finalised between MLS and MSP. The MSP shall maintain an attendance register for the resources deployed Attendance details of the resources deployed also need to be shared with MLS on monthly basis. MLS reserves the right to interview resources deployed for Operations and maintenance and assess the suitability of the resource for the role. In case a resource is not found suitable, MSP will change the resource on request of MLS. MSP shall comply with this.
- vi. The dedicated team for MLS shall be based at the Data Centre at MLS Building at Mumbai. The shared team of senior resources may operate out of MSP's remote delivery centres or any other office. The MSP shall provide all such estimations to MLS. In case of any travelling requirements of shared senior resources to DC/DR for MLS, the same shall be at MSP's expense. For any remote based support, the MSP must ensure the same is done over a secured MPLS link. All accesses by any resources should be controlled, managed, and logged.
- vii. The scope of work for infrastructure and maintenance includes the following:
 - 1) DC/DR operations to be in compliance with industry leading ITSM frameworks like ITIL, ISO 20000 & ISO 27001
 - 2) Ensure compliance to relevant SLA's and KPI's
 - 3) 24x7 monitoring & management of availability & security of the infrastructure and assets
 - 4) Perform regular hardening, patch management, testing and installation of software updates issued by OEM/vendors from time to time after following agreed process
 - 5) Daily maintenance of system configuration
 - 6) Day-to-day disk space management
 - 7) Tracking the servers' performance taking remedial and preventive actions in case of problems
 - 8) Proper upkeep of storage media for taking backups
 - 9) Ensure overall security – ensure installation and management of every security component at every layer including physical security
 - 10) Prepare documentation/policies required for certifications included in the scope of work
 - 11) Preventive maintenance plan for every quarter
 - 12) Performance tuning of system as required
 - 13) Design and maintain Policies and Standard Operating Procedures
 - 14) User access management

15) Other activities as defined/to meet the project objectives

16) Implementation and maintenance of standard operating procedures for the maintenance of the IT infrastructure

17) Updation of all Documentation.

- viii. During operations phase the MSP needs to submit proof of renewal of support for all IT infrastructure products and other system software's for whom it is mandated to have OEM support. This needs to be submitted on an annual basis and needs to be verified before release of 2nd quarter payment of each year.
- ix. MSP shall be responsible for managing the usernames, roles, and passwords of all the relevant subsystems, including, but not limited to servers, other devices, etc. MSP shall be required to set up the directory server or use the existing directory server. Logs relating to access of system by administrators shall also be kept and shall be made available to MLS on need basis.
- x. MSP shall implement a password change mechanism in accordance with the security policy formulated in discussion with MLS and based on the industry best practices/frameworks like ISO 27001, ISO 20000 etc.
- xi. The administrators shall also be required to have experience in latest technologies to provision the existing and applicable infrastructure on a requirement-based scenario.

b) System Administration

- i. 24*7*365 monitoring and management of the servers in the DC and DR.
- ii. MSP shall also ensure proper configuration of server parameters and performance tuning on regular basis. MSP shall be the single point of accountability for all hardware maintenance and support the ICT infrastructure. It should be noted that the activities performed by the MSP may be reviewed by MLS.
- iii. MSP shall be responsible for operating system administration, including but not limited to management of users, processes, preventive maintenance, and management of upgrades including updates, upgrades, and patches to ensure that the system is properly updated.
- iv. MSP shall also be responsible for installation and re-installation of the hardware(s) as well as the software(s) in the event of system crash/failures.
- v. MSP shall also be responsible for proactive monitoring of the applications hosted
- vi. MSP shall appoint system administrators to regularly monitor and maintain a log of the monitoring of servers to always ensure their availability to MLS.
- vii. MLS shall undertake regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems, and others. The system administrators shall undertake actions in accordance with

the results of the log analysis. The system administrators shall also ensure that the logs are backed up and truncated at regular intervals. MSP shall refer to CERT-In Guidelines to ensure their alignment with the practices followed.

- viii. The system administrators shall adopt a defined process for change and configuration management in the areas including, but not limited to, changes in servers, operating system, applying patches, etc.
- ix. The system administrators shall provide hardening of servers in line with the defined security policies. Validation of hardening configuration will be carried out quarterly and deviations must be tracked through SLA reporting
- x. The system administrators shall provide integration and user support on all supported servers, data storage systems, and others.
- xi. The system administrators shall provide directory services such as local LDAP services and DNS services and user support on all supported servers, data storage systems etc.
- xii. The system administrators shall be required to trouble shoot problems with web services, application software, server relationship issues and overall aspects of a server environment like managing and monitoring server configuration, performance and activity of all servers.
- xiii. The system administrators should be responsible for documentation regarding configuration of all servers, IT Infrastructure etc.
- xiv. The system administrators shall be responsible for managing the trouble tickets, diagnosis of the problems, reporting, managing escalation, and ensuring rectification of server problems as provided in Section 6: "Service Level Agreements & Penalties" of this RFP.
- xv. The administrators will also be required to have experience in latest technologies so as to provision the existing and applicable infrastructure on a requirement-based scenario.

c) Storage Administration

- i. MSP shall be responsible for the management of the storage solution including, but not limited to, storage management policy, configuration and management of disk array, SAN fabric/switches, tape library, etc. It should be noted that the activities performed by the MSP may be reviewed by MLS.
- ii. MSP shall be responsible for storage management, including but not limited to management of space, SAN/NAS volumes, RAID configuration, LUN, zone, security, business continuity volumes, performance, and others.
- iii. The storage administrator will be required to identify parameters including but not limited to key resources in the storage solution, interconnects between key resources in the storage solution, health of key resources, connectivity and access rights to storage volumes and the zones being enforced in the storage solution.

- iv. The storage administrator will be required to create/delete, enable/disable zones in the storage solution.
- v. The storage administrator will be required to create/delete/modify storage volumes in the storage solution.
- vi. The storage administrator will be required to create/delete, enable/disable connectivity and access rights to storage volumes in the storage solution.
- vii. To facilitate scalability of solution wherever required.
- viii. The administrators will also be required to have experience in latest technologies such as virtualization and cloud computing so as to provision the existing and applicable infrastructure on a requirement-based scenario.

d) Database Administration

- i. MSP shall be responsible for monitoring database activity and performance, changing the database logical structure to embody the requirements of new and changed programs.
- ii. MSP shall be responsible to perform physical administrative functions such as reorganizing the database to improve performance.
- iii. MSP shall be responsible for tuning of the database, ensuring the integrity of the data and configuring the data dictionary.
- iv. MSP will follow guidelines issued by MLS in this regard from time to time including access of data base by system administrators and guidelines relating to security of data base.
- v. Database administration should follow the principle of segregation of duties to ensure no single DBA can update production tables/data singularly.
- vi. In addition to restrictions on any direct change in Data by any administrator, the Databases shall have Auditing features enabled to capture all activities of administrators.

e) Backup/Restore/Archival

- i. MSP shall be responsible for implementation of backup & archival policies as finalized with MLS. The MSP is responsible for getting acquainted with the storage policies of MLS before installation and configuration. It should be noted that the activities performed by the MSP may be reviewed by MLS.
- ii. For purpose of initial estimations of storage/media/Tools etc., MLS proposes online data for five years and archival of data (on low-cost storage) older than five years for next five years i.e., total ten years from data of data creation before any data/Media is purged from the system. However, the policy shall be finalised with the MSP after placement of PO. It is expected that the data in the archives remains non-editable by any means.
- iii. MSP shall be responsible for monitoring and enhancing the performance of scheduled backups, scheduled regular testing of backups, and ensuring adherence to related retention policies.

- iv. MSP shall be responsible for prompt execution of on-demand backups of volumes and files whenever required by MLS or in case of upgrades and configuration changes to the system.
- v. MSP shall be responsible for real-time monitoring, log maintenance and reporting of backup status on a regular basis. MSP shall appoint administrators to ensure prompt problem resolution in case of failures in the backup processes.
- vi. MSP shall undertake media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fireproof cabinets (onsite and offsite as per the detailed process finalised by during project implementation phase).
- vii. MSP shall also provide a 24 x 7 support for file and volume restoration requests at the Data Centre(s).

f) Network monitoring

- i. MSP shall provide services for management of network environment to maintain performance at optimum levels on a 24 x 7 basis. It should be noted that the activities performed by the MSP may be reviewed by MLS.
- ii. MSP shall be responsible for monitoring and administering the network within the Data Centre and DR, Local Area Network at MLS departments, FTTP Network, Library Experience Centre, Project Management Centre, and others, up to the integration points with WAN. MSP shall be required to provide network related services for routers, switches, load balancer, NTP (Network Time Protocol) services etc.
- iii. MSP shall design of Network Administration Policy and getting it approved from MLS for effective and efficient management of Network resources. Network Administration, consists broadly of the following activities:
 - a. Network devices' configuration, management and tuning for optimum performance
 - b. Tracking the network status, Availability and taking remedial and preventive actions in case of problems.
 - c. Network fault isolation and resolution
 - d. Monitoring of network performance and escalation of performance deterioration to concerned authorities and taking remedial actions to resolve such issues.
 - e. Real time monitoring and deployment of network security measures 24*7*365
 - f. Documentation related to network configuration, routing policies, IP addressing schema etc.
 - g. Bandwidth monitoring and trending for the network
- iv. MSP shall be responsible for creating and modifying VLAN, assignment of ports to appropriate applications and segmentation of traffic.

- v. MSP shall also be responsible for break fix maintenance of the LAN cabling within DC/DR, LAN at MLS building at Mumbai and Nagpur Camp office, FTTP Network, Library Experience Centre, Project Management Centre, and others.
- vi. MSP shall also provide network related support and will coordinate with connectivity service providers who are terminating their network at the DC & DR and at MLS Camp Office at Nagpur, for access of system.

g) Security Management

The MSP shall be responsible for implementing measures to ensure complete security of the MLS Digitalization Project solutions (including its entire environment) and confidentiality of the related data, in conformance with the security policy of MLS/GoM/GoI.

The MSP shall constantly monitor the MLS production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity, availability, and security of the system and take necessary remedial and preventive measures. This monitoring shall be through the security controls including:

- a) Real-time intrusion detection tools
- b) Audit review tools
- c) Manual processes

The MSP shall have to ensure the following:

- i. Regular hardening and patch management of components of the MLS Digitalization systems as agreed with MLS
- ii. Performing security services on the components that are part of the MLS environment as per security policy finalized with MLS
- iii. IT Security Administration – Manage and monitor safety of information/data
- iv. Reporting security incidents and resolution of the same
- v. Proactively monitor, manage, maintain & administer all security devices and update engine, signatures, and patterns as applicable.
- vi. Managing and monitoring of anti-virus, anti-malware, phishing, and malware for managed resources.
- vii. Ensuring 100 percent antivirus coverage with patterns not old more than period agreed on any given system
- viii. Reporting security incidents and co-ordinate resolution
- ix. Monitoring centralized pattern distribution (live update) and scan for deficiencies
- x. Maintaining secure domain policies
- xi. Secured IPsec/SSL/TLS based virtual private network (VPN) management

- xii. Performing firewall management and review of policies on at least quarterly basis during first year of O&M and then after at least on half-yearly basis
- xiii. Resolution of calls for security notifications, system alerts, vulnerabilities in hardware/software and alerting MLS as appropriate
- xiv. Performing patch management using software distribution tool for all security applications including content management system, antivirus, and VPN
- xv. Providing root cause analysis for all defined problems including hacking attempts
- xvi. Monthly reporting on security breaches and attempts plus the action taken to thwart the same and providing the same to MLS
- xvii. Maintaining documentation of security component details including architecture diagram, policies, and configurations
- xviii. Performing periodic review of security configurations for inconsistencies and redundancies against security policy
- xix. Performing periodic review of security policy and suggest improvements
- xx. Reviewing logs daily of significance such as abnormal traffic, unauthorized penetration attempts, any sign of potential vulnerability. Security alerts and responses. Proactive measures in the event a problem is detected
- xxi. Policy management (firewall users, rules, hosts, access controls, daily adaptations)
- xxii. Modifying security policy, routing table and protocols
- xxiii. Performing zone management (DMZ)
- xxiv. Sensitizing users to security issues through regular updates or alerts - periodic updates/Help MLS issuance of mailers in this regard
- xxv. Performing capacity management of security resources to meet business needs
- xxvi. Rapidly resolving every incident/problem within mutually agreed timelines
- xxvii. Testing and implementation of patches and upgrades
- xxviii. Network/device hardening procedure as per security guidelines from MLS
- xxix. Implementing and maintaining security rules
- xxx. Performing any other day-to-day administration and support activities
- xxxi. Maintaining strict privacy and confidentiality of all the data it gets access to. Adequate provisions to be made not to allow unrestricted access to the data. The MSP shall not give access to data to people in the organisation who have not signed the NDA. MSP cannot sell or part with any data in any form
- xxxii. Producing and maintaining system audit logs on the system for a period agreed by the MSP and MLS, at which point they will be archived and stored

at an off-site location or as desired by MLS. The MSP shall regularly review the audit logs for relevant security exceptions.

h) OEM Support Services

Involving the OEMs of the critical components (hardware and software) to ensure that installations/ configurations/ integrations of the various components are performed according to the best practices/ OEM guidelines and seeking the professional support of the OEMs during any contingency is a key requirement of this RFP.

- a) The MSP shall ensure requisite support from the OEM for various aspects of project including configuration, customization, sizing, performance tuning and implementation support.
- b) The MSP shall, before the commissioning of the system (DC, DR, Network at Mumbai & Nagpur, FTTP Network Setup, Library Experience Centre, Project Management Centre) shall provide for teaming agreement between MSP and the respective OEM which provides for professional support services of the OEM during the contract period.
- c) The MSP shall assess the requirement of professional services from OEMs for all components of the solution, and provision for requisite support from OEMs. The MSP shall provision onsite professional services support including consulting services from the OEM or its consulting unit (for database, software, security, portal, reporting, BI, OS in the manner.
- d) The MSP shall facilitate bi-annual workshops with OEMs to discover, discuss, select, and implement best practices for OEMs products into the solution. Workshops will include review of existing configuration.
- e) The MSP shall ensure that there is 24x7 support from the OEMs of all the components which will be proposed by MSP.
- f) The MSP shall give an un-priced break-up of the professional services support procured and its nature from the OEMs as part of the technical bid.
- g) The MSP shall take adequate steps to ensure that none of the IT Infrastructure proposed is declared "End-of-Sale" by the respective OEM in next 1 year as on date of submission of Bid or at any time during the contract. In case it happens, MSP shall replace the component with equivalent or better component and ensure that there is no impact on the operations and performance.
- h) The system software licenses mentioned in the Bill of Materials shall be genuine, perpetual, full use and should provide upgrades, patches, fixes, security patches and updates directly from the OEM. All the licenses and support (updates, patches, bug fixes, etc.) should be in the name of MLS.
- i) The MSP shall involve the trainers of OEMs in conducting training of specialised Open Source/COTS products/modules. The MSP shall provision for technical training on specialised tools and technologies used for the project to MLS personnel working in MLS (Mumbai and Nagpur) and other power users from field formations every year. The schedule and content of the training will be finalised in consultation with MLS.

- j) The MSP shall warrant that the infrastructure procured for project have no defects arising from design or workmanship or any act of omission and must provide a declaration for the same from all the OEM for equipment that would be supplied at PDC site at MLS Mumbai, Cloud DR site and MLS Camp Office at Nagpur. The warranty shall remain valid for at least one year beyond the service period of the contract for all hardware, software and other components comprising of the solution. The MSP will ensure warranty in case of an extension.

i) Other Activities

- i. MSP shall ensure that it prepares configuration manual for OS, appliances, middleware, all tool, servers/devices and all equipment's and the same need to be submitted to MLS, any changes in the configuration manual need to be approved by MLS. Configuration manual to be updated periodically.
- ii. MSP shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
- iii. If the Operating System or additional copies of Operating System are required to be installed/reinstalled/un-installed, the same should be done as part of O&M.
- iv. MSP should carry out any requisite adjustments/changes in the configuration for implementing different versions of Application Software.
- v. Escalation and co-ordination with other vendors/sub vendors for problem resolution wherever required
- vi. Updates/Upgrades/New releases/new versions: The MSP shall provide from time to time the Updates/Upgrades/new releases/new versions of the software and operating systems as required. The MSP should provide free upgrades, updates & patches of the software and tools to MLS as and when released by OEM.
- vii. Whenever a component must be replaced because of technical, functional, manufacturing or any other problem, it shall be replaced with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration specifically approved by MLS.
- viii. MSP shall provide patches to the software as part of IT infrastructure, operating system, databases, and other applications.
- ix. Software License Management: The MSP shall provide for software license management and control. MSP shall maintain data regarding entitlement for software updates, enhancements, refreshes, replacements, and maintenance.
- x. Disaster Recovery management services
- xi. All other activities required to meet the project requirements and service levels.

It is responsibility of the MSP to scale up the Operations & Maintenance (O&M) team as and when required to ensure smooth project execution throughout the project duration. The basic expectations on profile of some key O&M positions are section 2.11.2 and 2.11.3.

2.10.3 Compliance to SLA

2.10.3.1 Requirements

MSP shall ensure compliance to uptime and performance requirements of project solution as indicated in the SLA table of RFP and any upgrades/major changes to the MLS Digitalization System shall be accordingly planned by MSP for ensuring the SLA requirements.

2.10.3.2 SLA Measurement

MSP shall be responsible for measurement of the SLAs at the MLS Digitalization System level as well as at the user level with the help of the enterprise monitoring tool on a periodic basis.

2.10.3.3 Reporting

Reports for SLA measurement must be produced MLS officials as per the project requirements.

2.10.4 Software Licenses

Bidder to refer following list of software licenses which are indicative and may vary as per actual requirement. Bidder shall choose latest versions of software whichever is best fit for their requirement.

Bidder shall submit all licenses to MLS in soft or paper format during handover.

Table 12 - Software licenses

Sr No	Software components	Type of License	No of license
1	Server OS e.g., Windows Servers, RHEL, Linux, any other as per requirement.	Perpetual	As required
2	Workstation OS e.g., Windows 10/11, as per system requirement	Perpetual	As required
3	Endpoint Security	Subscription Based for Contract Period	As required
4	Data Centre Infrastructure Management Software.	Subscription Based for Contract Period	As Per Cabinets/IPs/Nodes
5	Enterprise Monitoring System Software	Subscription Based for Contract Period	10 end users
6	Database Software Suitable for Proposed application & datasets	Perpetual	As required

Sr No	Software components	Type of License	No of license
	(Suitable Edition as per system requirement)		
7	Helpdesk Software for Tech Support & Portal Support (Support team & team leader/admin)	Subscription Based for Contract Period	As required
8	Load balancer, NIPS or any other security component	Subscription Based for Contract Period	As required
9	Network Management System Software for Mumbai & Nagpur	Subscription Based for Contract Period	As required
10	MLS Portal Application	Perpetual	Unlimited
11	MLS Mobile Application	Perpetual	Unlimited
12	Backup/restore Software	Subscription Based for Contract Period	As required
13	Access Control System	Perpetual	As required
14	CCTV Video Management System & rest EV systems	Perpetual	As required
15	VPN Gateway for Remote Access	Subscription Based for Contract Period	50

2.11 OVERALL MANPOWER REQUIREMENT

This section entails the overall manpower requirements envisaged for this project for implementation as well as operations and maintenance phase.

2.11.1 Implementation Phase

#	Position	Minimum qualifications	
1.	Program Manager (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certification: PMP or Prince2 or equivalent c) Experience: Should possess at least 12 years of experience in IT domain. d) Project Experience: i. Should have at least 3 projects of similar scope as Program manager ii. Should have at least 2 projects executed in e-governance with	

#	Position	Minimum qualifications	
		government or semi-government or autonomous bodies or public sector undertakings or other government organization e) Languages known (Read, Write and Speak): Hindi, English	
2.	Project Manager – Software (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certification: PMP or Prince2 or equivalent c) Experience: Should possess at least 10 years of experience in IT domain including Software development and implementation d) Project Experience: i. Should have at least 3 projects of similar scope as Project manager ii. Should have at least 2 projects executed in e-governance with government or semi-government or government autonomous bodies or public sector undertakings or other government organization iii. Should have managed a team of 30+ software developers iv. Should have experience in prevalent project methodologies e.g. Agile e) Languages known (Read, Write and Speak): Marathi, Hindi, English	
3.	Project Manager - Infrastructure & Network (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certification: OEM or Industry Standard certification in Infrastructure Management. E.g., ITIL V.3, ISO 20000, and others c) Experience: Should possess at least 10 years of experience in IT infrastructure domain d) Project experience:	

#	Position	Minimum qualifications	
		i. Should have at least 3 projects of similar scope as Project manager ii. Should have at least 2 projects executed in e-governance with government or semi-government or government autonomous bodies or public sector undertakings or other government organization iii. Should have managed a team of 20+ resources iv. Experience in setting up an IT ecosystem from scratch would be an added advantage e) Languages known (Read, Write and Speak): Hindi, English	
4.	Project manager – Digitalization (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Industry Standard certification in Digitization and archiving. E.g., Digital transformation and archiving certification or equivalent from recognized institutions c) Experience: Should possess at least 10 years of experience in documents Digitalization domain d) Project experience: i. Should have at least 3 projects of similar scope as Project manager ii. Should have at least 2 projects executed in e-governance with government or semi-government or government autonomous bodies or public sector undertakings or other government organization iii. Should have managed a team of 20+ resources iv. Experience in setting up a digitalization ecosystem from scratch would be an added advantage	

#	Position	Minimum qualifications	
		e) Languages known (Read, Write and Speak): Marathi, Hindi, English	
5.	Domain expert – Legislature (2 Number)	a) Education: Graduate (preferably Full Time LLB or Political Science) from a reputed University or College or Institute having good knowledge on Legislature domain b) Certifications: Any certification related to Political Science will be preferable c) Experience: Should possess at least 2 years of experience in Legislature domain d) Project experience: Should have experience of executing at least 1 large project in Legislature domain in Government or Private sector e) Languages known (Read, Write and Speak): Marathi, Hindi, English	
6.	Solution architect (1 Number)	a) Education: Full Time MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Industry standard certifications like TOGAF, Scrum Master, CISSP (Architecture) and others c) Experience: Should possess at least 8 years of experience in IT domain for at least 5 years of experience as Solution Architect d) Project experience: i. Should have at least 2 projects of similar scope as Solution Architect in large projects e) Languages known (Read, Write and Speak): Hindi, English	f)
7.	Database expert (1 Number)	a) Education: Full time MCA or M. Tech or B. Tech or B.E. or Certified DBA from a reputed University or College or Institute b) Certifications: Certified DBA c) Experience: Should possess at least 8 years of experience in IT domain for at least 5 years in	f)

#	Position	Minimum qualifications	
		Database architecting or design in large scale projects of similar nature d) Project experience: i. Should have at least 2 projects of similar scope as Database architect ii. Should have experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh and others. iii. Person needs to mandatorily have experience in open-source databases that are proposed for MLS. e) Languages known (Read, Write and Speak): Hindi, English	
8.	Operations manager (1 Number)	a) Education: Full time MCA or M. Tech or B. Tech or B.E. with preferably MBA degree from a reputed University or College or Institute b) Certifications: ITIL v3 c) Experience: Should possess at least 10 years of experience for at least 5 years in maintenance and operations of large IT setups d) Project experience: i. Should have at least 3 projects of similar scope as Operation manager ii. Should have at least 1 project executed in e-governance with government or semi-government or government autonomous bodies or public sector undertakings or other government organization iii. Should have managed a team of at least 20 members iv. Should have a knowledge of ISO 20000, 27001 standards and other relevant standards	f)

#	Position	Minimum qualifications	
		e) Languages known (Read, Write and Speak): Hindi, English	
9.	Business analyst (1 Number)	a) Education: Full time MCA or M. Tech or B. Tech or B.E. with preferably MBA degree from a reputed University or College or Institute b) Certifications: Certified Business Analyst c) Experience: Should possess at least 8 years of experience in IT and ICT project implementation in Governance domain d) Project experience: i. Should have at least 2 projects of similar scope as Business Analyst ii. Should have experience of more than 5 years in requirements analysis, business process workflow preparations, domain use case creation and other relevant activities iii. Experienced in designing data warehouses or marts as required e) Languages known (Read, Write and Speak): Marathi (preferable), Hindi, English	f)
10.	Artificial intelligence (AI) / Machine Learning (ML) expert (1 Number)	a) Education: Full time MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Industry Standard certification in AI/ML from recognized institution/organization c) Experience: Should possess at least 8 years of experience in IT and ICT project implementation in Governance domain for at least 5 years of experience in Artificial Intelligence/Machine learning technology solutions d) Project experience: i. Should have at least 2 projects of similar scope as AI/ML expert	f)

#	Position	Minimum qualifications	
		ii. Should have proven experience with ML, deep learning, Tensorflow, Python, NLP, and others iii. Knowledge of basic algorithms, object-oriented and functional design principles, and best practice patterns iv. Experience with REST API development, NoSQL design, RDBMS design and optimizations v. Experience with innovation accelerators and Cloud environments would be an added advantage e) Languages known (Read, Write and Speak): Marathi (preferable), Hindi, English	
11.	Security architect (1 Number)	a) Education: Full time MCA or M. Tech or B. Tech or B.E from a reputed University or College or Institute b) Certifications: Should have OEM/Industry Standard certification like CISM, CISSP, ISO 27001, and others as applicable c) Experience: Should possess at least 8 years of experience in IT and ICT project implementation in Governance domain including designing and maintaining security systems d) Project experience: i. Should have at least 2 projects of similar scope as Security Architect e) Languages known (Read, Write and Speak): Hindi, English	f)

2.11.2 Operations and Maintenance phase (DC Support Team)

#	Position	Minimum qualifications
1.	Data Centre Manager (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute

#	Position	Minimum qualifications
		f) Certification: PMP or Prince2 or equivalent or OEM or Industry Standard certification in Infrastructure Management. E.g., ITIL V.3, ISO 20000, and others b) Experience: Should possess at least above 10 years of experience in managing Data Centers c) Project Experience: i. Should have led a team of more than 50 direct/indirect people
2.	System administrator (2 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute b) Certification: CCNA / CCNP /Linux or any other equivalent c) Experience: Should possess at least 6 to 8 years of experience in system administration domain
3.	Database administrator (2 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute Certification: OCA/OCP/Java/Mysql or equivalent b) Experience: Should possess at least 6 to 8 years of experience in handling databases / Network databases c) Should have experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh and others.
4.	Network administrator (1 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: CCNA or any other equivalent c) Experience: Should possess at least 6 to 8 years of experience in Network administration domain i. Experience in handling network infrastructure
5.	Network support engineer 1 (1 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Any certification related to networking

#	Position	Minimum qualifications
		c) Experience: Should possess at least 6 to 8 years of experience as network support engineer d) Languages known (Read, Write and Speak): Marathi, Hindi, English
6.	Network support engineer 2 (1 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Any certification related to networking c) Experience: Should possess at least 3 to 5 years of experience as network support engineer d) Languages known (Read, Write and Speak): Marathi, Hindi, English
7.	Technical Support (1 Number)	a) Education: Full Time MCA or M. Tech or M.Sc. (IT/Computer Science) or B. Tech or B.E. from a reputed University or College or Institute b) Certifications: Networking or any other relevant technical certification c) Experience: Should possess at least 3 to 5 years of experience in technical support d) Languages known (Read, Write and Speak): Marathi (Preferrable), Hindi, English
8.	Helpdesk support (1 Number)	a) Education: Graduate from a reputed University or College or Institute b) Certifications: Relevant technical certification c) Experience: Should possess at least 2 years of experience in help desk support services d) Languages known (Read, Write and Speak): Marathi, Hindi, English

2.11.3 Operations and Maintenance phase (Helpdesk Support Team)

#	Position	Minimum qualifications
1.	Manager (1 Number)	a) Education: Full Time MBA and MCA or M. Tech or B. Tech or B.E. from a reputed University or College or Institute g) Certification: Any relevant technical certification

#	Position	Minimum qualifications
		b) Experience: Should possess at least above 10 years of experience in support function of IT domain c) Languages known (Read, Write and Speak): Marathi, Hindi, English
2.	Help Desk executive (5 Number)	a) Education: Graduate from a reputed University or College or Institute with relevant qualification b) Certification: Relevant technical certification c) Experience: Should possess at least 2 years of experience in support function of IT domain d) Languages known (Read, Write and Speak): Marathi, Hindi, English
3.	Support Team Member (5 Number)	a) Education: Graduate from a reputed University or College or Institute with relevant qualification b) Certification: Relevant technical certification c) Experience: Should possess at least 2 years of experience in support function of IT domain d) Languages known (Read, Write and Speak): Marathi, Hindi, English

2.12 COMPLIANCE TO STANDARDS

2.12.1 Adherence to Open-Source Standard

The solution for this project must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this RFP, to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

2.12.2 Compliance with Government standards & policies

The solution proposed by MSP in response to this RFP, must comply with all the relevant standards and policies related to e-Governance application development published by Government of India, which includes:

- a) Ministry of Electronics and Information Technology, Government of India as updated from time to time. The latest version of the standards may be found at <https://egovstandards.gov.in>
- b) National Informatics Corporation The latest version of the standards may be found at <https://web.guidelines.gov.in>
- c) Guidelines for Indian Government Websites (GIGW), available at : http://darpg.gov.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf
- d) "Policy on Open Application Programming Interfaces (APIs) for Government of India" available at: <http://www.egazette.nic.in/WriteReadData/2015/164238.pdf>
- e) "Policy on Adoption of Open Source Software for Government of India" available at URL <http://www.egazette.nic.in/WriteReadData/2015/163746.pdf>
- f) Information Technology Act 2000 (revised 2008) (<http://www.meity.gov.in/content/information-technology-act>)
- g) CERT-In security guidelines for Indian Government websites (<http://www.cert-in.org.in/>)
- h) E-SAFE Guidelines for Information Security (<http://egovstandards.gov.in/>)
- i) e-Governance Standards for Preservation Information Documentation of e-Records (<http://egovstandards.gov.in/>)
- j) e-Governance standards on Biometric standards (<http://egovstandards.gov.in/>)
- k) Framework and Guidelines for Use of Social Media for Government Organisations (http://meity.gov.in/writereaddata/files/Approved%20Social%20Media%20Framework%20and%20Guidelines%20_2_.pdf)
- l) Guidelines for Indian Government Websites (<http://egovstandards.gov.in/>)

2.12.3 Compliance with Industry Standards

In addition to above, the proposed solution must be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation,

and testing. There are many standards that are summarized below. However, the list below is for reference purposes only and is not to be considered as exhaustive.

- a) Portal development W3C specifications
- b) Information access/transfer protocols SOAP, HTTP/HTTPS
- c) Photograph JPEG (minimum resolution of 640 x 480 pixels)
- d) Scanned documents TIFF (Resolution of 600 X 600 dpi)
- e) Biometric framework BioAPI 2.0 (ISO/IEC 19784-1:2005)
- f) Latest HTML standards

2.12.4 Single-Sign On

The proposed solution should 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 services in the same session. For employees of the MLS concerned, the browser-based application accessed on the intranet, through single-sign-on mechanism, will provide access to all the services of the departments concerned (based on their roles and responsibilities), Help module, basic and advanced reporting etc. Similarly, for external users (citizens and others), based on their profile and registration, the system shall enable single sign on facility to apply for various services, integration with existing MLS applications, external applications, submit queries /complaints and check status of their applications.

2.12.5 Support for PKI based Authentication and Authorization

The solution shall support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA) such as MTNL or NIC or Maharashtra Government authorized agency. Two factor authentications (login id & password and digital signature) shall be implemented by the MSP for officials/employees involved in processing citizen services as per the Functional requirement specification of the services specified in chapter 5 of this RFP.

2.12.6 Interoperability Standards

Keeping in view the evolving needs of interoperability, especially the possibility that the solution shall become the focal point of delivery of services and may also involve cross functionality with the e-Government projects of other departments / businesses in future, the solution should be built on Open Standards. Some of the states already have other applications deployed and running for delivering services to citizens. The MSP shall ensure that the application developed is easily integrated with the existing applications. Every care shall be taken to ensure that the code does not build a dependency on any proprietary software, particularly, using proprietary 'stored procedures' belonging to a specific database product.

2.12.7 Scalability

One of the fundamental requirements of the proposed application is its scalability. The architecture should 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 four years from the date of deployment. In this context, it is required that the

application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers, and all other solution components.

2.12.8 Security

The systems implemented for project should be highly secure, considering that it is intended to handle sensitive data relating to the Maharashtra Legislature Secretariat, Debates, MLS departments, and others. The overarching security considerations are described below.

- a) The security services used to protect the solution shall include Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
- b) The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication (wherever it is required like at Data Centre).
- c) Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.
- d) The solution should provide for maintaining an audit trail of all the transactions and should also ensure the non-repudiation of audit trail without impacting the overall performance of the system.
- e) The overarching requirement is the need to comply with ISO 27001 standards of security.
- f) The application design and development should comply with Open Web Application Security Project [OWASP] top 10 principles.

An indicative list of information security requirements which are to be followed by MSP is specified below. During the SRS preparation phase, this may be modified in concurrence with MLS.

Table 13 - Indicative list of information security requirements

#	Security Areas	Specifications
1.	Physical Security	DC, Library Experience Center, others allocate to MSP should be physically secured by the MSP.
2.	Network Security	- Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security - The solution should support SSL encryption mechanism for transferring data across network and between client and server
3.	System Security	- Adequate access control procedures should be defined to secure the entire IT system, physically and logically. - The access controls procedures should cover all stages in the life cycle of user access, from the initial registration of new users to the final deregistration of users who no longer require access to information systems and services.

#	Security Areas	Specifications
		The system should have two factor authentication mechanism either through One Time Password (OTP) or soft tokens-based technologies for access control and user authentication.
4.	Application Security	- The solution should have appropriate authentication mechanisms - Application user authentication & authorization related transactions should be encrypted. - Operating system should be hardened on which the application is installed. - A web application firewall shall be deployed to secure the web-layer. - The web applications should be free from OWASP / SANS and CERT-IN web application vulnerabilities as released from time to time.
5.	Audit Trails & Logs	- Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. - The solution should log all types of events especially those related to security
6.	Data Protection	- The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization. - The data transferred across network should be encrypted using Public Key (PKI) Infrastructure. - Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing, and emailing could be prohibited. - Access to all system resources including data files, devices, processes, and audit files should be provided to the intended users only. - All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device. - Ensure to protect documents by assigning security parameters and criteria to provide more effective protection for an electronic document to maintain Confidentiality, Authorization, Accountability, Integrity, Authenticity and Non-repudiation.
7.	Session Management	The system should limit to only one session per user or process ID.

#	Security Areas	Specifications
		The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.
8.	Data Warehouse Security	- Users must not have access to the data warehouse prompt of the application. Access to the data warehouse prompt must be restricted only to the database administrator. "Super user" rights for the data warehouse must only be given to the administrator and the activities of these accounts must be properly logged.
9.	Application Deployment	- All unused ports should be blocked at server machines. - The application server should be segregated from internet zone through firewall or other filtering mechanism.
10.	Information Security Governance	- The employees working on the project should be made aware of his or her responsibilities with respect to Information Privacy and Information Security. - Employees working on the project shall undergo security awareness training during induction.
11.	Storage Equipment	- All information storage media (e.g., hard disks, magnetic tapes and others) should be physically secured. - Physical access to magnetic tape, disk, and others should be restricted to authorized personnel.
12.	Computing Environment	- All workstation hardware and associated peripheral equipment at Client site premises should be marked with a unique asset identification code. The asset identification code should follow a defined naming convention that would uniquely and appropriately identify the asset. - USB ports should be disabled on specified desktops / laptops at Client site premises, to prevent use of pen drives, external disk drives etc. - IT assets inventory must contain criticality of hardware in levels of importance (Confidentiality, Integrity and Availability).
13.	Email Security	Email must have protection from inbound and outbound email threats. It should report compliance violations by scanning all inbound and outbound email content and attachments for sensitive data, real-time protection from spam, phishing, viruses, spoofing, zombies,

#	Security Areas	Specifications
		directory harvest (DHA), Denial of Service (DoS) and other attacks.
14.	Virus Control	• Latest version of anti-virus should be installed on workstations and servers at Client premises. • The anti-virus software should run on network file servers on a regular basis (preferably daily).
15.	Compliance to Security Standards	• Software/Hardware system should comply with <ISO/IEC 27001:2015>.
16.	Security Information and Event Management System (SIEM)	• MSP should install SIEM for Real-time analysis of security alerts generated by applications and infrastructure.
17.	Database Activity Monitoring (DAM) Solution	• MSP should install DAM to monitor all database activities and internal users with privileged access.

2.12.9 Application Architecture

- a) It has been proposed that the applications designed and developed for the departments concerned must follow some best practice and industry standards. To achieve the high level of stability and robustness of the application, the system development life cycle must be carried out using the industry standard best practices and adopting the security constraints for access and control rights. The various modules / application should have a common Exception Manager to handle any kind of exception arising due to internal/external factors.
- b) Similarly, the modules of the application are to be supported by the Session and Transaction Manager for the completeness of the request and response of the client request. The system should have a module exclusively to record the activities/ create the log of activities happening within the system / application to avoid any kind of irregularities within the system by any User / Application.

2.12.10 Proposed Application Architecture

An indicative 3-tier architecture (also referred to as multi-tier or N-tier architecture) has been proposed for the Application Solution.

The entire processing should take place in n-tier architecture:

- a) Front-end software (client tier) - responsible for the presentation of information and provides user interface.
- b) Business Process / Service Layer – In the long SSDG may be used, as an Integrated Framework for delivery of Services.
- c) Application Layer – The Business logic for all the application as per the FRS document
- d) Database Layer - responsible for the manipulation and storage of data.

2.12.11 High Level Design (HLD)

Once the SRS are approved, the MSP shall complete the High Level Designing and all HLD documents of all the functionalities, integration with existing application and external application. The MSP shall prepare the HLD and have it reviewed and approved by the MLS will sign off on the HLD documents based on the advice of PMC.

2.12.12 Detailed (Low Level) Design (LLD)

The LLD shall interpret the approved HLD to help application development and shall include detailed service descriptions and specifications, application logic (including "pseudo code") and UI design (screen design and navigation). The preparation of test cases will also be completed during this stage. The MSP shall have the design documents reviewed and approved by the MLS. MLS will sign off on the LLD documents based on the advice of PMC.

2.12.13 Test Plan

Once the SRS is approved and design is started, the MSP shall prepare all necessary Test Plans (including test cases), i.e., plans for Acceptance Testing. Test cases for Initial and Final User Acceptance Testing shall be developed in collaboration with domain experts identified at MLS. Initial and Final User Acceptance Testing shall involve Test Case development, Unit Testing, Integration and System Testing, Functional testing of Application, Performance testing of the Application including measurement of all Service Levels as mentioned in this RFP and finally MSP shall also carryout Load/ Stress testing. The MSP will submit the test plans and test result reports to MLS for comprehensive verification and approval.

2.12.14 Specification

- a) Fingerprint scanning IAFIS specifications
- b) Digital signature RSA standards
- c) Document encryption PKCS specifications
- d) Information Security to be ISO 27001 compliant
- e) Operational integrity & security management to be ISO 17799 compliant
- f) IT Infrastructure management ITIL / EITM specifications
- g) Service Management ISO 20000 specifications
- h) Project Documentation IEEE/ISO specifications for documentation
- i) Workflow design WPMC Standards
- j) Information access/transfer protocols W3C Specifications
- k) Portal Development - W3C, GIGW
- l) Software Development - CMMI Level 3 and above
- m) Interoperability - Web Services, Open Standards
- n) Document encryption - PKCS specifications
- o) Information Security - ISO 27001 certification (or above) *

- p) IT Infrastructure management - EITM specifications
- q) Service Management - ISO 20000 specifications (or above)
- r) Project Documentation - IEEE/ISO specifications for documentation
- s) Records Management - ISO 15489 certification (or above) *

* The MSP shall get the entire facility (Record Management Facility) certified with respect to the above specification. The cost for the same will be borne by the MSP. These are mandatory requirements. The ISO 15489 certification for Records Management shall be obtained on "Acceptance", ISO 9001 certification within 3 Months of "Acceptance", "CMMI Level 3 or above" within 6 months of "Acceptance" and ISO 27001 Certification within 6 Months of "Acceptance". Any delay in the timelines mentioned above, payments to the MSP shall not be made.

2.12.15 Non-Functional Requirements

The non-functional requirements for this project which are to be delivered by the MSP are provided in table mentioned below.

2.12.15.1 General system

- a) The System will have to compliance the specifications mentioned in this RFP and with GoI guidelines under "standards of e-governance application/ e-Gov. standards" (available at <http://egovstandards.gov.in/>)
- b) The solution must comply with MEITY's security guidelines, compliances, regulations, and other guidelines as well as policies. The technical solution of Digitalization project must be in conformance with e-Governance Standards of MEITY. The entire solution must be capable of incorporating any changes because of changes in the regulations and policies of the government from time to time.
- c) System should allow the users to deploy the application on various environments
- d) The system will be scalable enough to accommodate a large population of users. The number of MLS users are envisaged to be nearly 1000 at MLS Mumbai and Nagpur and 4100 external users. The concurrent users will be nearly 1000.
- e) The System will be designed and developed to support a 16/7 production environment and reporting system
- f) The system should be developed on the principles of SOA
- g) Should be compatible with the latest versions of all browsers like IE, chrome, Firefox, Mozilla etc.
- h) The external portal development should adhere to GIGW (Government of India guidelines for website)
- i) It should be interoperable with other web applications and for this the system must be following W3C and REST based web services standards on "web-design and application
- j) The system must be flexible enough to accommodate other languages in near future as may be demanded by MLS

- k) The solution should be provided along with the product manuals, user manuals and functional specifications.
- l) The solution should maintain a database of frequently asked questions (FAQ).
- m) The process for removing unnecessary code from the application after it is released should be documented.
- n) Application code should not contain invalid references to network resources (Pathnames, URLs etc.).
- o) Single Sign On facilities to be provided for all Digitalization solution applications
- p) The full application should be able to support clustering, load balancing, high availability, and failover mechanism both vertically and horizontally
- q) Availability of Integration layer as an independent service component is available for SOA based integration with different MLS and external systems.
- r) Capable of business process-based orchestration
- s) Supports integration with SMTP for email integration for sending real time emails linked to business processes
- t) Supports integration with the SMS gateway (Short Messaging Service) to send SMSs
- u) Provide audit trails, auditing of user actions and document history
- v) The System will inform the user of errors based on the validations performed
- w) The System will allow the user to review and update information if there are correctable errors
- x) The System will contain a "help" function on each screen as needed to provide users with instructions on how to perform functions, descriptions of data elements and/or other information
- y) The System will have role-based access control at the data field level
- z) The System will have a user interface written in Marathi, Hindi, English (including warnings, notifications and user prompts) free of grammatical errors and typos
- aa) The System will authenticate users before allowing access to functionality requiring a login

2.12.15.2 Interoperability – Integration

- a) MSP shall be responsible for all integration and associated testing/quality assurance of all Products, including but not limited to -
 - i. Data / API / Connectivity / Database integration and testing.
 - ii. Hardware / software configuration, installation, integration, and testing.
 - iii. Uptime testing and diagnostics.
- b) The System's interfaces will secure and protect the data and the associated infrastructure from a confidentiality, integrity, and availability perspective.

- c) The System's interface infrastructure shall continue to operate despite failure or unavailability of individual technology components such as a server platform or network connection.
- d) The System's interfaces must be scalable to accommodate changes in scale including changes in user population, transaction volume and throughput. The System will be capable of making any changes to the interface data elements/layouts easily, and to test those changes.
- e) The System will implement, at a minimum, interfaces (both real-time and batch) with the systems requiring integration and data sources using APIs
- f) The System will provide the capability to perform source to destination file integrity checks for exchange of data and alert appropriate parties with issues
- g) Systems components will be committed to an advanced approach to interoperability using web services and Service Oriented Architecture (SOA)
- h) Systems will provide the ability to publish services and related data to be used by different types and classes of external and internal systems.
- i) Systems will provide the capabilities for a Real-Time (or near real-time) Integrated systems where data is easily shared across systems with appropriate adherence to security and privacy restrictions.
- j) Message and data formats should be based on logical representations of business objects rather than native application data structures
- k) The solution should support delayed message delivery in case of transmission failure. It shall support putting failed messages in redelivery queue for retransmission

2.12.15.3 Work-flow Management

- a) System should support easy workflow configuration, its maintenance, and need based modification, addition alteration of the steps
- b) System should offer performance monitoring features for the business processes. The system shall be capable of identifying, reporting inefficient processes and operations and/or those with high level of error and omission
- c) The solution should have the ability to support automated workflow designed to address needs of business users
- d) System should provide option to define KPI (Key Process Indicators) on processes and enable dashboard and drilldown reports on KPI.

2.12.15.4 Security

- a) The MSP should prepare information security policy and supporting procedures for ISO 27000:2016 certifications. The policy and procedure should be submitted prior to Go-Live.
- b) The MLS Digitalization systems must be in compliant with Information security standards and guidelines for e-Governance in India.

- c) MSP should develop a privacy policy to be posted on the web portal. Privacy policy should be in line with the government of India's policy on information security.
- d) The system should be capable incorporating validation checks into applications to detect any corruption of information through processing errors or deliberate acts.
- e) The system should validate the data output from an application to ensure that the processing of stored information is correct and appropriate to the circumstances
- f) The system should implement secure error handling practices in the application

2.12.15.5 Use administration and authentication

- a) The system must administer the various users, their rights and must provide for authorization of users
- b) Authentication should be done centrally and in should be in consonance with the user base. It should provide for user with username and passwords
- c) The system must provide for password reset procedure, compulsory password reset after 90 days, ability to configure the number of permissible log-in attempts, ability to provide automatic time out (log out) for user,
- d) System should allow the users to archive details of registered users
- e) System should allow the users to assign / integrate digital signatures to all registered users
- f) It should provide logging by user and terminal, the date and time of all transactions with details of creation, reading, updating, deletion or printing.
- g) Notify security administrator of unauthorized access or attempted access and record in a log with reporting.
- h) The mobile application must be compatible with iOS and Android systems
- i) It must support the entering of data on a real time basis
- j) The system should support configuration setting for all types of mobile phones, smart phones, tablets etc.
- k) It must support firewall and antivirus capability on mobile apps
- l) The application must provide for administrative approval for updating and configuring mobile devices
- m) The MSP must ensure the secure configuration, data synchronization and sharing capabilities for mobile devices with authentication and authorization policy enforcement on document manipulation and application access

2.12.16 Key personnel requirements

- a) MLS has identified certain key positions and minimum qualifications for each of these positions that should be part of project team of the bidder (hereby referred to as "key personnel").
- b) These resources would be dedicated resources on-site (at MLS) for the project till at least 6 months after Go-Live (Full rollout). After 6 months of Go-Live, MSP can propose an updated governance structure to MLS for review and approval.
- c) MSP shall deploy key personnel as part of the project team as per the scope of work for this RFP. The following identified key personnel will operate from MLS premises. Their deployment will be as per the deployment plan proposed by the bidder and agreed by MLS.

2.12.16.1 Positions identified for Key personnel

The following is the list of key personnel identified by MLS.

Table 14 - Positions identified for key personnel

#	Position	Count	Before Go-Live	After Go-Live
1.	Program manager	1	Yes	Yes
2.	Project Manager for software	1	Yes	Yes
3.	Project Manager for Infra	1	Yes	Yes
4.	Project Manager for digitalization	1	Yes	Yes
5.	Domain expert (Legislature)	2	Yes	Yes
6.	Solution architect	1	Yes (Partially required)	-
7.	Database expert	1	Yes (Partially required)	Yes (Partially required)
8.	Operation manager	1	Yes	Yes
9.	Business analyst	1	Yes	Yes
10	AI/ML expert	1	Yes (Partially required)	Yes (Partially required)
11	Security architect	1	Yes (Partially required)	Yes (Partially required)

- a) MLS shall provision space for around 30 MSP personnel in its premises (at MLS in Mumbai). The profiles for the above roles are provided in section 2.11.1. The key

personnel deployed on this project must be on the payroll of the bidder and necessarily must be Indian citizens.

- b) MSP is free to deploy its development, technical, and operational teams at its own offices. The bidder must ensure that the Service Levels are always met. The bidder must provide the detailed CVs of the personnel deployed by them for the project. The cost of the deployed personnel shall be part of the overall cost quoted by the MSP for this RFP. Any cost on account of project team/resources deployed shall not be attributable to MLS.
- c) It is recommended that at least the Program Manager and the Solution Architect be present during the technical presentations/demonstrations if the bidder qualifies for the technical evaluation.

2.12.16.2 Obligations

- a) MSP shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the bid.
- b) MSP shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits, and other conditions to its Key Personnel to incentivize them to remain in MSP's employment.
- c) MSP shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the services during the term:
 - i. unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - ii. without MLS's prior written consent

2.12.16.3 Evaluation

- a) MSP shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. MSP shall provide reasonable written notice to MLS of the date of each evaluation of each member of the Key Personnel and MLS shall be entitled to provide MLS with input for each such evaluation.
- b) MLS shall promptly provide the results of each evaluation to MLS, subject to Applicable Law.

2.12.16.4 Replacement

- a) In case any key personnel have resigned then the bidder must inform MLS within one week of such resignation. MSP shall promptly initiate a search for a replacement to ensure that the role of any member of the key personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by bidder and approved by MLS.

- b) Before assigning any replacement member of the key personnel to the provision of the services, bidder shall provide MLS with:
 - i. A resume, curriculum vitae and any other information about the candidate that is reasonably requested by MLS; and
 - ii. An opportunity to interview the candidate.
- c) MSP must provide replacement resource of equal or better qualification and experience as mandated in the RFP. If MLS objects to the appointment, MSP shall not assign the individual to that position and shall seek an alternative candidate in accordance with this section.
- d) MSP must ensure at least four weeks of overlap period in such replacements. MLS shall not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost because of replacement – this cost has to be incurred by the MSP only.
- e) The team of the bidder deployed for the project (Key personnel and others) will be allowed a total of 22 days leaves in a financial year (pro-rata allowed every quarter). MSP must ensure suitable replacement for personnel deployed for critical tasks during their leaves. For any leaves more than 22 days, MLS reserves the right to deduct appropriate amounts based on the blended man month costs quoted by the bidder from the due payments. In any case the Service Level Agreements have to be met at all times.
- f) The calendar of Government of Maharashtra will be applicable for administrative purposes.

2.12.16.5 High attrition

- a) If in the first six months period from the MSA effective date or in any rolling 12 months period during the term, 20 percent or more of the members of the Key Personnel cease or reduce their involvement in the services for any reason other than with MLS's prior written consent, bidder shall:
 - i. Provide MLS with a reasonably detailed explanation as to the reasons for such change, including, where applicable and permitted, notes from any exit interviews conducted by bidder with any departing member of the Key Personnel; and
 - ii. If such change to Key Personnel has or is likely to have any material adverse impact on the provision of the Services or any substantial part thereof, undertake, at its own costs, such remediation acts as are reasonably necessary in order to improve the retention of the Key Personnel including making reasonable changes to the human resources policies and procedures applicable to the Key Personnel (including those related to compensation, benefits and other conditions so that they are competitive with the market) as may be necessary to ensure that such policies and procedures comply with good industry practice.

2.12.16.6 Conflict of Interest

MLS requires that the MSP shall act as trusted advisers to MLS and shall provide professional, objective, and impartial services and always hold MLS's interest paramount, avoid conflicts with other assignments or its own corporate interests. MSP represents that it is not engaged and/or shall not engage in any assignment or professional activities that would conflict with its current obligations or that may place it in a position of not being able to carry out the assignment in the best interests of MLS.

2.12.17 Key notes for MSP

2.12.17.1 Approvals and Required Consents

- a) The Parties shall cooperate to procure, maintain, and observe all relevant and regulatory and governmental licenses, clearances, and applicable approvals (hereinafter the "Required Consents") necessary for the MSP to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- b) The MLS or its nominated agencies shall use reasonable endeavors to assist MSP to obtain the Required Consents [or vice versa, depending on the Scope of work defined in the RFP]. In the event that any Required Consent is not obtained, the MSP and the MLS or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the MLS or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the MSP shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the MSP's obligations are not dependent upon such Required Consents.

Section 3: Project Management and Governance

3 SECTION 3: PROJECT MANAGEMENT AND GOVERNANCE

3.1 PROJECT MANAGEMENT

Some of the key project management governance requirements are covered in this section. The MSP is expected to detail the governance framework in its bid and can also propose its own governance structure as part of response to this RFP. The MSP's proposed governance model will be discussed between MSP and MLS at the time of on-boarding. The final governance model needs to be approved by MLS.

MSP will use a project management tool to manage and operate all processes of the project using a proven SDLC methodology in consultation with MLS. MSP should deploy a Project Management Information System (PMIS) and required tools. The MSP shall address at the minimum the following using PMIS:

- a) Define an organised set of activities for the project
- b) Establish and measure resource assignments and responsibilities
- c) Construct a project plan schedule with milestones
- d) Measure project deadlines, budget figures, and performance objectives
- e) Communicate the project plan to stakeholders with meaningful reports
- f) Provide facility for detecting problems and inconsistencies in the plan
- g) During the project implementation the MSP shall report to the MLS, on following items:
 - i. Results accomplished during the period (fortnightly);
 - ii. Cumulative deviations to date from schedule of progress on milestones as specified in this RFP read with the agreed and finalised Project Plan;
 - iii. Corrective actions to be taken to return to planned schedule of progress;
 - iv. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of the MSP;
 - v. Other issues and outstanding problems, and actions proposed to be taken;
- h) Progress reports on a fortnightly basis
- i) Project quality assurance reports
- j) Such reporting will be through PMIS
- k) All relevant users from MLS should be provided user roles and access accordingly.
- l) Audit trail and searchable history of all artefacts presented and approved shall be maintained in a single repository where the admin password shall be in the custody of MLS.
- m) All artefacts should be stored in the native application (editable) as well as in printable PDF format.

- n) This system shall be used, maintained, and enhanced as per MLS requirement throughout the project lifecycle for all software, documentation, project, control or change requests
- o) The MSP to maintain a document repository and shall maintain version control of the documents using the proposed document management solution with appropriate controls for document approvals (online approvals)

3.2 PROJECT GOVERNANCE

As the owner of the Project, the role of MLS in the successful implementation of the project includes constituting Project Implementation Committee for facilitating smooth implementation of the project:

3.2.1 Project Implementation Committee (PIC)

- a) The project implementation committee will be headed by Principal Secretary, MLS.
- b) PIC shall consist of the top officials of MLS, representatives from the Project Management Consultant and the MSP. This committee will be the nodal point for this project and will be responsible for making key decisions, vendor evaluation and monitoring the overall direction of the project. The committee will play a major role in the successful implementation of the project at the field level.

3.2.2 Roles and Responsibilities of Project Management Consultant

MLS has appointed a Project Management consultant (PMC), who shall work with MLS, MLS Committees/Teams for the periodic review of project plans, key documentations, SLA monitoring and other project management activities on behalf of MLS.

3.2.3 Roles and Responsibilities of Managed Service Provider (MSP)

MSP shall work in close coordination with MLS, Project Management Consultant, and other stakeholders for this project to execute the project as per the scope of work of this RFP.

3.3 PROJECT MANAGEMENT OFFICE (PMO)

A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from MSP. It will also include key persons from other relevant stakeholders including MLS officials and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the MSP including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc.

PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:

- a) Project Progress
- b) Delays, if any – Reasons thereof and ways to make-up lost time
- c) Issues and concerns
- d) Performance and SLA compliance reports
- e) Unresolved and escalated issues

- f) Change Management - Proposed changes if any
- g) Project risks and their proposed mitigation plan
- h) Discussion on submitted deliverable
- i) Timelines and anticipated delay in deliverable if any
- j) Any other issues that either party wishes to add to the agenda.

During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:

- a) Module development status
- b) Testing results
- c) IT infrastructure procurement and deployment status
- d) Civil works, Electrical work progress status
- e) Status of setting up/procuring of the Helpdesk, DC hosting, Bandwidth procurement, etc.
- f) Any other issues that either party wishes to add to the agenda.

MSP shall recommend PMO structure for the project implementation phase and operations and maintenance phase.

3.4 STEERING COMMITTEE

The Steering Committee will consist of senior stakeholders from MLS, its nominated agencies and MSP. MSP will nominate its chief experience officer (CXO) level, his/her immediate sub-ordinate to be a part of the Project Steering Committee.

The MSP shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in project. The Steering committee meeting will be a forum for seeking and getting approval for project decisions on major changes etc.

All relevant records of proceedings of Steering Committee should be maintained, updated, tracked, and shared with the Steering Committee and Project Management Office by MSP.

During the development and implementation phase of the project, it is expected that there will be at least monthly Steering Committee meetings. During the O&M phase, the meetings will be held at least once a quarter.

Other than the planned meetings, in exceptional cases, MLS may call for a Steering Committee meeting with prior notice to the MSP.

3.5 PROJECT MONITORING AND REPORTING

The MSP shall circulate written progress reports at agreed intervals to MLS and other stakeholders. Project status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions, and issues along with recommended resolution etc.

Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the MSP. MLS reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

3.6 RISK AND ISSUE MANAGEMENT

The MSP shall develop a Risk Management Plan and shall identify, analyse, and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks.

The MSP shall carry out a Risk Assessment and document the Risk profile of MLS based on the risk appetite and shall prepare and share the MLS Enterprise Risk Register. The MSP shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with MLS.

The MSP shall monitor, report, and update the project risk profile. The risks should be discussed with MLS and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

3.7 STAFFING REQUIREMENTS

MLS has identified certain key positions that should be part of MSP's team during execution. MSP shall provide resource deployment schedule including these key positions and other team members as per terms specified in section 2.11 of this RFP.

Minimum education qualification of the technical staff deployed for support and maintenance of MLS Digitalization Solutions related infrastructure and operations will be as specified in the RFP.

CVs of the key resources need to be submitted along with the bid.

All personnel deployed by the MSP shall furnish the proof of appointment by the MSP or its Subcontractor at the time of joining the duty.

Electronic/Biometric attendance registers will be maintained by the MSP at the MLS premises and shall be made available to MLS periodically or on demand to indicate function wise number and list of personnel deployed and in attendance.

MSP shall be fully responsible for any loss or mishandling of documents by any of its personnel. MSP will maintain adequate leave reserve for personnel deployed.

The manpower shall be deployed by the MSP for executing operations, management, and maintenance of the MLS Digitalization Solutions, as per terms specified in this RFP and agreed with MLS.

The personnel deployed by the MSP should be its employees and they will have absolutely no claim to any category of appointment in any Government organisation.

The terms of employment for the personnel deployed by the MSP shall be strictly as agreed between them and the MSP. Also, the MSP shall be completely responsible to personnel deployed by him for payment of salary, perks, incentives, any monetary and non-monetary compensation, and all statutory contributions like Insurance, ESI and PPF, meeting

requirements of Central Minimum Wages Act, etc. Any touting activity taken up by any of the MSP personnel will be taken very strongly against MSP and necessary action will be taken by the MLS against the personnel and/or MSP.

Please note that MLS shall require that all project related discussion should happen in MLS office. While the identified key personnel will operate out of MLS's office, other key members of the development/Data Centre team may need to travel to MLS office for critical Project/Steering Committee meetings at their own expenses.

3.8 TRANSITION AND EXIT MANAGEMENT

- a) The bidder shall submit a structured & detailed transition and exit management plan along with its technical bid. MLS will evaluate all the Transition and Exit management plans submitted by various bidders. MLS will adopt the best plan which will be implemented by the selected MSP. MSP needs to update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan needs to be discussed and approved by MLS.
- b) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to MSP's scope of work, the MSP shall ensure proper and satisfactory Transition is made to the other agency. In case MLS wants to take over the project itself, then MSP has to ensure proper transition to the MLS team.
- c) All risk during transition stage shall be properly documented by MSP and mitigation measures are planned to ensure smooth transition without any service disruption.
- d) MSP shall provide necessary handholding and transition support. This includes:
 - i. MSP must ensure complete documentation for the entire system is handed over to MLS/identified agency.
 - ii. MSP to handover all AMC support related documents, credentials etc. for all OEM products supplied/maintained by them in the MLS Digitalization System.
 - iii. The MSP must ensure that no end of support products (software/hardware) are existing at time of transition in the MLS Digitalization system
 - iv. MSP to handover the list of complete inventories of all assets created for the project
 - v. MSP to assist the new agency/MLS in complete audit of the system including system licenses and physical assets
 - vi. MSP to give detailed walk-through and demos for the solution
 - vii. MSP to hand-over the entire software including entire source code (including all proprietary software implemented for this project), program files, configuration files, setup files, project documentation, etc.
 - viii. MSP to provide shadow support for at least three months and secondary support for further three months after the end of O&M period or termination of contract, as applicable at no additional cost to MLS.

- ix. MSP shall close all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided at MLS.
- e) The MSP shall provide all knowledge transfer of the system to the incoming MSP to the satisfaction of MLS as per the specified timelines.
- f) MSP shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

3.9 PLANNING AND SCHEDULING

The MSP will prepare a detailed schedule and plan for the entire project covering all tasks and sub tasks required for successful execution of the project. The MSP must get the plan approved from MLS at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following:

- a) The project breakup into logical phases and sub-phases
- b) Activities making up the sub-phases and phases
- c) Components in each phase with milestones
- d) The milestone dates are decided by MLS in this RFP. MSP cannot change any of the milestone completion dates. MSP can only propose the internal task deadlines while keeping the overall end dates the same. MSP may suggest improvement in project dates without changing the end dates of each activity.
- e) Key milestones and deliverables along with their dates including those related to delivery and installation of hardware and software
- f) Start date and end date for each activity
- g) The dependencies among activities
- h) Resources to be assigned to each activity
- i) Dependency on MLS

3.10 DOCUMENTATION AND REVIEW PROCESS

The MSP shall prepare/update documents related to the entire project. The bidder has to prepare/update at least the following documents.

1. Project Commencement: Project Plan in MS Project giving out micro level activities with milestones & deadlines
2. Solutions/Applications (Digitalization platform, MLS Information Portal, and others) related documents such as including that of Functional Requirements Specifications, Systems Requirement Specification, Detailed Design, Test Cases and Results, User Manuals, Operational Manual, Maintenance Manuals etc. as per acceptable standards.
3. Infrastructure related documents such as a complete set of Floor Layout Drawings, BMS components, Single Line diagram, a complete cabling system layout (as installed), including cable routing, telecommunication closets and telecommunication outlet/ connector designations for DC, DR, Network, FTTP Network Setup, Library

department upgradation, Library Experience Centre, Project Management Centre, and others if any. The layout shall detail locations of all components and indicate all wiring pathways.

4. Manuals for configuring switches, routers, firewall, IPS etc. and their current settings shall be provided by the selected bidder.
5. Original manuals from OEMs
6. Risk Mitigation plan: Detailed list of the risks should be provided and a Mitigation plan for each of the risks identified. An escalation matrix for incident management should also be prepared.
7. Process Documentation: The bidder shall be responsible for preparing process documentation related to the operation and maintenance of each component of the DC, DR, Network, FTTP Network setup, Library Experience Centre, Project Management Centre. The Standard Operating Procedures for the DR drills should also be provided.
8. The selected bidder shall document all the installation and commissioning procedures and provide the same to the MLS within one week of the commissioning of DC, DR, Network, FTTP Network setup, Library Experience Centre, Project Management Centre.
9. Documents on configuration of all devices and keeping backup of all configuration files, to enable quick recovery in case of failure of devices. Documentation should be provided by the selected bidder on a regular basis as and when desired by MLS.

The MSP shall obtain the sign-off from MLS for all the documents submitted for MLS Digitalization Project and shall make necessary changes as recommended by MLS before submitting the final version of the documents.

The MSP shall maintain log of the internal review of all the deliverables submitted to MLS. The logs shall be submitted to MLS on request.

Section 4: Change Management and Governance

4 SECTION 4: CHANGE MANAGEMENT & CONTROL

4.1 CHANGE REQUEST

- a. MLS recognizes that changes may be required, during and after rollout of the MLS Digitalization systems. MLS also recognizes that these changes may require modification to the software, infrastructure and underlying processes and may thus have a financial impact.
- b. MSP is required to work with the MLS to ensure that all changes are discussed, managed, and implemented in a constructive manner.
- c. One of the key requirements is that the MSP will be responsible for providing system availability according to defined service levels. This responsibility includes responsibility to implement upgrades, enhancements, extensions, and other changes to the software application to maintain and extend reliable information systems, services and service delivery mechanism. It is important that changes to the computing environment and underlying infrastructure are executed in a standardized and controlled manner to mitigate the risk of interruptions to the services and to always maintain a repository of knowledge about the current, as well as the changed configurations and status of the computing environment.
- d. This section describes the procedure to be followed in the event of any proposed change to the scope of work and SLAs. Such change shall, inter alia, include:
 - i. Requests for requirements changes (additions, deletions, modifications, deferrals) in Scope of Work (including software)
 - ii. Reports for resolving the problems in current production systems
 - iii. Requests for enhancements in current production systems
 - iv. Requests for new development projects
- e. The Change Control process applies to base-lined work products created or managed by the members of the MLS project. The Change control process excludes any work products that are still under development.

4.2 OBJECTIVE

The Change request procedure has the following objectives:

- a. To protect the MLS Digitalization System environment from uncontrolled changes.
- b. To minimize the occurrence of unintended affects during the implementation of necessary changes.
- c. To avoid implementation of any changes which is not reviewed, approved, or analyzed.
- d. To control the impact of changes and minimize the effect on effective as well as efficient service delivery.

MSP will implement a Change Control module in the PMIS tool that will facilitate and maintain all records pertaining to Change Control.

4.3 INSTITUTIONAL FRAMEWORK FOR CHANGE REQUESTS

Given below is the overall Institutional Framework required to be setup for the project:

Table 15 - Indicative Overall Institutional Framework

Role	Description
Change Advisory Board (CAB) Chairperson - (Secretary, MLS)	- Chairperson of the change advisory board. - MLS employee or MLS nominated individual - Final decision-making authority if CAB does not reach an agreement. - Deputes a member from the Board to be the evaluator for each change request - Deputes additional member (part of MSP team) to be the modifier for each approved change request
Change Advisory Board (MLS PIC)	- Constitution of Change Advisory Board (CAB): - MLS - MSP - PMU / Other third-parties agency nominated/ engaged by MLS - CAB decides whether to approve or reject proposed changes for a specific project - Authorized to review, approve, and schedule all changes to the computing environment including software - Decision of CAB will be final and binding on all parties involved
Evaluator	The person whom MLS asks to analyse the impact of a proposed change
Modifier	The person who is assigned responsibility for making changes in a work product in response to an approved change request; updates the status of the request over time
Originator	The person who submits a new change request
Verifier	The person who determines whether a change was made correctly

4.4 PROCESS, TIMELINES AND RESPONSIBILITY CENTER

The entire change request process will be implemented as mentioned below. The proposed timelines for each steps/activity and the corresponding responsibility center are also shown in the table below:

Table 16 - Proposed timelines for each steps/activity of Change Management and Control

#	Process	Timelines	Responsibility Center
1.	Authorized official from the CAB/MLS (Originator) requesting a change will initiate a request in the Change Management module by written communication.	T (i.e., Date of raising the change request)	CAB/MLS
2.	MSP will be required to study the Change requested and log in their queries/suggestions on the requested change. This will be done by the authorized representative of the MSP in the Change Request Module.	T + 3 days	MSP
3.	MLS will discuss and provide adequate responses to the queries/suggestions from the MSP on the requested change.	T + 3 days	CAB/MLS
4.	Based on the responses provided by CAB, MSP will prepare and submit a techno commercial bid.	T + 10 days	MSP
5.	a) MLS will evaluate the techno commercial bid submitted by MSP and provide the recommendations to CAB. b) CAB will review the evaluation and decide on the final status.	T + 20 days	CAB/MLS
6.	a) If CAB does not approve the bid in its entirety, then CAB will initiate negotiation with the MSP based on any of the aspects like cost, time, resources, impact on systems and/or operations and additional parameters, whichever applicable. b) Based on the negotiation, MLS will submit the final recommendation to CAB and log the decisions in the change request module. c) If CAB approves the bid in its entirety the Change request sign-off between CAB and MSP will be initiated.		CAB/MLS
7.	The authorized signatory from CAB as well as the MSP will sign the Change request Evaluation and Finalization form (at first place) and accordingly a formal go- Ahead will be provided by CAB. This form will be signed in two copies; one for the MSP and other for CAB.	Immediate	CAB/MSP

#	Process	Timelines	Responsibility Center
8.	MSP will then initiate the change following a standard predefined procedure along with proper documentation at each stage.	As required/agreed	MSP
9.	Once the Change is completed as per agreed timelines and specifications, CAB representatives and/or MLS will do the User acceptance testing and auditing respectively to provide comments/recommendations to the committee members.	As required/agreed	CAB/MLS
10	If any further activities need to be carried out as per the recommendations during UAT and Audit, it will be done by the MSP. After that an Acceptance Certificate will be issued to MSP by CAB and instructions for deployment/implementation, again as per standard deployment plan. This will follow a second sign-off on the 'Change Request Evaluation & Finalization' Form.	As required	CAB/MSP
11	MSP will deploy the changed solution and notify CAB.	As required	MSP
12	MLS will finally review and confirm the deployed solution as per agreed standard, specifications, and requirements, and provide status to CAB.	As required	MLS
13	A final sign off will be done on the 'Change Request Evaluation & Finalization' Form and completion Certificate will be issued to the MSP by CAB. A copy of this completion certificate will have to be submitted to CAB along with the invoices for this change implementation.	As required	CAB

Note: The timelines mentioned in the table above are indicative and would be dependent on the phase of the project.

4.5 PROPOSED CATEGORIES OF CHANGE

a) Application Software

i. Description

Change request for any new module/change in module/functionality/Process re-engineering etc., any new services and any new forms, etc.

ii. Method of Evaluation

Man-Months

iii. Documents Required

- 1) Detailed Project Plan
- 2) Effort Estimates (Module wise/Process wise/Screen wise, as applicable)
- 3) Resource Deployment Plan/Types of Resources
- 4) CVs/Profiles of Resources (if required)
- 5) Techno-Commercial Bid
- 6) Any other details as required

b) Infrastructure procurement/ Facility Management**i. Description**

Additional computing resources, bandwidth, as per MLS application scalability requirements

ii. Method of Evaluation

Actual Cost (Prevailing contract unit rates/rate)

iii. Documents Required

- 1) Quantity (BoM)
- 2) Specifications
- 3) Software Licenses if any
- 4) Warranty & Support services details
- 5) Bandwidth Requirements, as applicable
- 6) Efforts required, resource quantity and category
- 7) Any other details as required

c) Helpdesk/ Manpower**i. Description**

Additional manpower/seating capacity, based on call volume

ii. Method of Evaluation

Per resource Cost (Prevailing contract unit rates/rate)

iii. Documents Required

- 1) Manpower utilization report
- 2) Resource deployment plan/Types of resources
- 3) CVs/Profiles of Resources (if required)
- 4) Techno-Commercial Bid
- 5) Any other details as required

Note: The details of description and the documents required provided above are only indicative and these may be changed as per directions from MLS.

4.6 CHANGE CONTROL PROCEDURE GUIDELINES

1. Change requests in respect of the Agreement, the Project Implementation, or the SLA will emanate from the Parties' respective authorized officials, who will be responsible for obtaining approval for the change and will initiate the Change Request.
2. Parties, while evaluating and finalizing the Change Request, 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 sign-off version of all required documents.
3. Change requests will be reported monthly to MLS who will prioritize and review progress. MSP shall be required to implement any proposed changes once approved with effect from the date agreed for implementation.
4. On evaluation of the financial impact, the charges for such a change will be decided between CAB and the MSP and will be a part of the Change Control Notice (Evaluation and Finalization). The payment for such changes will be as per the Terms of Payment to be decided by MLS.
5. On receiving any Change Request from CAB, the MSP must submit its bid with all the required information in the prescribed format for CAB's perusal within defined number of working days.
6. The MSP may also submit any queries/clarifications that it may have with respect to implementation of Change requested. If the MSP fails to submit any bid within the prescribed time duration, appropriate SLA and liquidated damages will be levied on the MSP. MSP must not deny the implementation of any Change requested by CAB under any circumstances unless technical feasibility is in question. In all such matters, MLS's decision will be final and binding on all parties.
7. The acceptance criteria for any such 'Change' will remain the same as described in the RFP with respect to the performance and quality parameters.
8. The final sign-off and "Acceptance Certificate" would be provided by CAB. CAB will in all such cases revert within predefined number of working days after final implementation of the change and provide satisfactory completion certificate or the reasons for non-acceptance. Till that certificate is issued, all such changes will be deemed unaccepted, and all the necessary SLAs and liquidated damages will apply on the MSP.
9. The MSP must take all necessary steps to implement the change as per the project plan submitted without compromising on quality and performance standards. If the MSP fails to comply with the acceptable standards & requirements of implementing of the requested change or denies implementation of the requested change at any stage during the contract period, CAB will have complete authority to get the change implemented from any of the third party/nominated government agency independently. In all such cases the entire cost of change implementation will be recovered completely from the MSP, along with applicable interest. Also, CAB reserves the right to impose any other financial or legal penalties depending upon the gravity of impact on the Service Delivery

due to non-implementation of the requested Change. In all such matters the decision of CAB will be final and binding on all parties.

10. It is proposed that the prevailing rates as per the financial bids in this RFP quoted by the MSP for all kinds of change, as and when initiated by CAB, will be taken into consideration and the bids accordingly evaluated. In all such matters the decision of the CAB will be final and binding on all parties.

Section 5: Testing and Acceptance Criteria

5 SECTION 5: TESTING & ACCEPTANCE CRITERIA

5.1 TESTING AND ACCEPTANCE CRITERIA

- a) MSP shall demonstrate the following mentioned acceptance criteria prior to acceptance of the solution as well as during project operations phase.
- i. MSP needs to provide the details of the testing strategy and approach including details of intended tools/environment to be used by MSP for testing in its technical bid.
 - ii. MSP shall work in a manner to satisfy all the testing requirements and adhere to the testing strategy outlined. The MSP must ensure deployment of necessary resources and tools during the testing phases.
 - iii. MSP 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. It is the responsibility of MSP to ensure that the solutions delivered by the MSP meets all the requirements specified in the RFP. The MSP shall take remedial action based on outcome of the tests.
 - iv. MSP shall arrange for environments and tools for testing and for training as envisaged. Post Go-Live; the production environment should not be used for testing and training purpose. If any production data is used for testing, it should be masked and it should be protected. Detailed process in this regard including security requirement should be provided by the MSP in its technical bid. The process will be finalized with the selected MSP.
 - v. All tools/environment required for testing shall be provided by the MSP. MLS does not intend to own these tools.
 - vi. Indian Computer Emergency Response Team (CERT-In) empaneled agencies appointed by MSP shall perform the role of TPA for security testing. MSP needs to engage with MLS at the requirement formulation stage itself. This is important so that unnecessary re-work is avoided, and the audit is completed in time. The audit needs to be completed before Go-Live. MSP needs to prepare and provide all requisite information/documents to third party auditor and ensure that there is no delay in overall schedule. All the associated cost of appointing CERT-IN empaneled agencies and conducting the security audit and fixing the bugs shall be borne by MSP.
 - vii. The cost of rectification of non-compliances shall be borne by the MSP.
 - viii. MSP may propose further detailed Acceptance criteria which the MLS will review.
 - ix. Once MLS provides its approval, the Acceptance criteria can be finalized. The MSP shall coordinate with MLS for performing the acceptance testing and certification.
 - x. In case required, parameters might be revised by MLS in mutual agreement with bidder and the revised parameters shall be considered for acceptance criteria.
 - xi. MSP would set up a testing environment in its own facility that is separate from the development, staging and production environment.

- xii. A comprehensive system should be set up that would have the capability to log & track the testing results, upload & maintain the test cases and log & track issues/bugs identified.
- xiii. MSP shall maintain a traceability matrix, to confirm that all the business and functional requirements as stated in the Functional and Technical Requirements mentioned in the detailed scope of work of this RFP are met by the solution.
- xiv. MSP shall share user manual, admin manual, test cases, test plan and QA Results for User Acceptance testing with MLS. For this purpose, the MSP shall ensure that the test cases that are created are like what MLS has both in terms of quality and volume.
- xv. Automation testing tools to be provided by MSP. MLS does not intend to own these tools.
- xvi. The cost of all types of testing shall be borne by MSP.

b) The following table depicts the details for the various kinds of testing envisaged for each phase of the project (Phase-I and II):

Table 17 - List of type of testing, its responsibility and scope of work

Type of Testing	Responsibility	Scope of Work
System Testing	MSP	1. MSP to perform System testing (including Unit Testing, Functional Testing, Integration Testing) in its own premises where the development work is being executed 2. MSP to prepare test plan and test cases and maintain it. MLS may request the MSP to share the test cases and results 3. Should be performed through manual as well as automated methods
Integration Testing	MSP	1. MSP to perform Integration testing in its own setup 2. MSP to prepare and share with MLS the Integration test plans and test cases 3. MSP to perform Integration testing as per the approved plan 4. Integration testing to be performed through manual as well as automated methods
Performance and Load Testing	• MSP • MLS/ Third Party Auditor (to monitor the performance testing)	1. MSP to do performance and load testing in production setup for Phase I. After Phase I, the testing is to be performed in a simulated environment arranged by MSP at its own cost. 2. Various performance parameters such as transaction response time, throughput, hits per second and transactions per second etc. should be considered.

Type of Testing	Responsibility	Scope of Work
		3. Load and stress testing of the MLS Digitalization system to be performed on estimated users of the system 4. Test cases and test results to be shared with MLS. 5. Performance testing to be carried out in the exact same architecture that would be set up for production. 6. MSP need to use performance and load testing tool for testing. MLS doesn't intend to own these tools. • MLS if required, could involve third party auditors to monitor/validate the performance testing. Cost for such audits to be paid by MLS. Note: Before Go-Live of the project, the MSP needs to do load testing in the production environment to showcase the capability of the system to handle 2,000 concurrent user connections (Approx. 2x of the envisaged peak load (Refer annexure 2 of this RFP document) as per the SLAs specific to performance of the system. In case the system fails to handle the expected loads, the MSP will have to take corrective action (e.g., hardware ramp up, tuning of application / middleware / hardware, etc.) at no extra cost to MLS.
Security Testing (including Penetration and Vulnerability testing)	• MSP • MLS/ Third Party Auditor (to monitor the performance testing)	1. The security testing should be done by CERT-IN empanelled firm. The MSP shall bear the cost for the same. 2. MLS shall involve CERT-IN empanelled auditors to perform the audit/review/monitor the security testing carried out by MSP. The cost of appointing CERT-IN empanelled auditors shall be borne by MSP. 3. The solution should demonstrate the compliance with security requirements as mentioned in the RFP including but not limited to security controls in the application, at the network layer, network, data centre(s), security monitoring system deployed by the MSP 4. The solution shall pass vulnerability and penetration testing for rollout of each phase.

Type of Testing	Responsibility	Scope of Work
		The solution should pass web application security testing for the portal and security configuration review of the baseline infrastructure. 5. MSP should carry out security and vulnerability testing on the developed solution. 6. Security testing to be carried out in the exact same environment/architecture that would be set up for production. Testing for Phase-I, II and III are to be done at the data centre 7. Security test report and test cases should be shared with MLS 8. Testing tools if required, to be provided by MSP. MLS doesn't intend to own these tools 9. During O&M phase, penetration testing to be conducted on yearly basis and vulnerability assessment to be conducted on half-yearly basis 10. MLS will also involve third party auditors to perform the audit/review/monitor the security testing carried out by MSP. Cost for such auditors to be paid by MLS.
User Acceptance Testing	• MLS or MLS appointed third party auditor	The primary goal of User Acceptance Testing (UAT) is to ensure that the applications meet the requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes. 1. MLS / MLS appointed third party auditor to perform User Acceptance Testing 2. MSP to prepare User Acceptance Testing test cases to ensure that the applications meet the requirements, standards, and specifications as set out in this RFP and as needed to achieve the desired outcomes 3. MSP shall prepare the UAT criteria document and sample data for UAT, and take approval from MLS, well in advance before start of the UAT process. 4. UAT to be carried out in the exact same environment/architecture that would be set up for production 5. MSP should fix bugs and issues raised during UAT and get approval on the fixes from MLS /

Type of Testing	Responsibility	Scope of Work
		third party auditor before production deployment 6. Changes in the application as an outcome of UAT shall not be considered as Change Request. MSP must rectify the observations.

- c) The acceptance test for the IT Infrastructure (including DC, DR, LAN (at MLS Mumbai and Nagpur locations), FTTP Network, Library Department, Library Experience Centre, Project Management Centre) and others shall be carried out in two phases by MSP. MSP should cooperate with the Authority or its representatives to ensure successful completion of Acceptance tests:

The acceptance test shall consist of a Pre-Installation Test and Final acceptance test (FAT). MSP shall submit a detailed acceptance test case document to MLS or its representatives at least 15 days before the commencement of acceptance tests and get it approved from MLS before commencement of the tests.

i. Pre-installation Test

MLS reserves the right to inspect equipment and material, prior to Installation and Commissioning to ensure that the equipment and material supplied are as per the quoted BoQ and are free from physical defects. If any of the inspected goods fail to confirm, MSP shall have to replace the rejected goods at no extra cost.

ii. Acceptance Test

- a) After successful installation and commissioning of all the equipment in accordance with the functional & technical requirements outlined in the RFP, Acceptance Test shall be conducted to ensure the Centralized datacenter will meet the expected service level parameters and the test duration is for continuous 15 days. This is to ensure the trouble-free operations.
- b) The following table depicts the details for the various kinds of testing envisaged for the project:

Table 18 - Type of testing, its responsibility and scope of work

Type of Testing	Responsibility	Scope of Work
System Testing	MSP	1. MSP shall perform System testing at each layer i.e., Networking, Security (Application Layer & Network Layer), Compute and Storage of all IT infrastructure for its functionality and high availability.

Type of Testing	Responsibility	Scope of Work
		2. MSP shall demonstrate the complete functionality of the Virtualization layer for DC and DR solutions. 3. MSP shall demonstrate the functionality of the entire Data Centre including Non-IT & IT as mentioned in the functional requirement and technical Specification as outlined in the RFP. 4. MSP shall submit the test plan and test cases for the approval of MLS or its representatives. 5. Should be performed through manual as well as automated methods. 6. MSP shall demonstrate the functionality of high availability at each level of the DC infrastructure i.e., Networking, Security, Compute, Storage, VM Rollover, and other appliances. 7. MSP shall demonstrate the DC-DR drill on the cloud. 8. During O&M phase, DC-DR drill to be conducted half-yearly basis.
Integration Testing	MSP	1. MSP shall perform Integration testing 2. MSP shall submit the test plan and test cases for the approval of MLS or its representatives. 3. MSP shall perform Integration testing as per the approved plan. 4. Integration testing to be performed through manual as well as automated methods. 5. Automation testing tools to be provided by MSP.
Interoperability Testing	MSP	1. MSP will prepare interoperability traceability matrix for the MLS DC, DR, LAN, FTTP Network, Library Experience Centre, Project

Type of Testing	Responsibility	Scope of Work
		Management Centre, and others solutions. Interoperability is an ability of one system to interact with another system. This matrix will cover all the use cases of system interaction and data movement. 2. MSP to perform Interoperability testing as per the approved plan 3. MSP to prepare and share with MLS the Interoperable test plans and test cases with scenarios 4. In Interoperability testing all the functions / components will be tested of a particular third-party system which is integrated with MLS Digitalization solutions.
Performance and Load Testing	MSP	1. MSP to do performance and load Testing 2. Various performance parameters to monitor i.e., transaction response, performance time, throughput, and page loading time should be considered. 3. Load and stress testing of the MLS Digitalization solutions/applications to be performed on stakeholder's transaction volume 4. Test cases and test results to be shared with MLS. 5. Performance testing to be carried out in the exact same architecture that would be set up for production. 6. MSP need to use performance and load testing tool for testing 7. Responsibility of providing testing tools to be included. 8. MSP should fix bugs and issues raised during testing and rectify the same and obtain approval from the concerned MLS Stakeholders.

Type of Testing	Responsibility	Scope of Work
Security Testing (including Penetration and Vulnerability testing)	MSP	1. MSP should demonstrate the compliance with security requirements as mentioned in the RFP including but not limited to security controls in the application, at the network layer, network, data Centre(s), security monitoring system deployed by the MSP. 2. MSP shall carry out the vulnerability and penetration testing. The solution should pass web application security testing for the portal, mobile app and other systems and security configuration review of the infrastructure. 3. MSP should carry out security and vulnerability testing on the developed solution. 4. Security testing to be carried out in the exact same environment/architecture that would be set up for production. 5. Security test report and test cases should be submitted to MLS. 6. Testing tools if required, to be provided by MSP. 7. MSP should fix bugs and issues raised during testing and rectify the same and obtain approval from the concerned MLS Stakeholders before production deployment. 8. During O&M phase, penetration testing to be conducted on yearly basis and vulnerability assessment to be conducted on half-yearly basis.
User Acceptance Testing of MLS Digitalization solutions /applications	MLS	1. MSP shall coordinate with the respective MLS Department representatives to carry out the User Acceptance Testing for their application/Modules to verify the functionality and other features.

Type of Testing	Responsibility	Scope of Work
		2. MSP to prepare User Acceptance test cases 3. UAT to be carried out in the exact same environment/architecture that would be set up for production 4. MSP should fix bugs and issues raised during UAT and rectify the same and obtain approval from the concerned MLS department representatives before production deployment 5. Changes in the application as an outcome of UAT shall not be considered as Change Request. MSP must rectify the observations.

5.2 FINAL ACCEPTANCE TEST

Final Acceptance Certificate shall be issued by MLS to MSP after successful testing of the following and submission of relevant documents.

- a) Digitalization system including Digitalization platform, MLS information portal, mobile application, CMS, library management software, integration with external applications and others.
- b) Data digitalization including documents and videos
- c) IT infrastructure including DC, DR on cloud
- d) Non-IT datacenter infrastructure
- e) Network including LAN and FTTP networks
- f) Other components

The date on which final acceptance certificate is issued shall be deemed date of the successful commissioning of the Digitalization system including DC, DR, LAN, FTTP Network, Library Experience Center, Project Management Center, and others. Any delay by the MSP in the performance of its contracted obligations shall render the MSP liable to the imposition of appropriate liquidated damages or penalties.

Section 6: Service Level Agreements & Penalties

6 SECTION 6: SERVICE LEVEL AGREEMENTS & PENALTIES

This chapter details the service levels to be established for the services offered by the MSP to MLS.

The SLAs specify the levels of service to be provided by the MSP to MLS. This level is also called the baseline. Any degradation in the performance of the solution and services is subject to levying penalties as specified in this section. The penalties mentioned in this RFP are genuine pre-estimate of damages likely to flow from the breach of timelines and service levels. The Penalties mentioned in this RFP are not the sole and exclusive remedies available with MLS for any breach and the MSP shall not be relieved from any obligations by virtue of payment of such Penalties.

The primary intent of Penalties is to ensure that the MSP/system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for additional fees.

6.1 DEFINITIONS

- a) **Days:** All Working and Non-working days (365 days in a calendar year)
- b) **Non-Working Days:** All Sundays and Saturday and Public Holidays declared by Government of Maharashtra.
- c) **The business hours** are 10:45 AM to 6:15 PM on all working days (Mon-Friday) excluding weekend holidays (i.e., Saturday & Sunday). as observed by MLS. The MSP however recognizes the fact that MLS will require to work beyond the business hours on need basis.
- d) **"Non-Business Hours"** shall mean hours excluding "Business Hours".
- e) **"Scheduled Maintenance Time"** shall mean the time that the system is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of MLS.
- f) **"Scheduled Operation Time"** means the scheduled operating hours of the system for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the primary data center, disaster recovery center will be 24x7x365. The total operation time for the client site systems shall be the business hours of MLS.
- g) **"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 MLS and/or its officials log a call with the MSP team of the failure or the failure is known to the MSP from the availability measurement tools to the time when the system is returned to proper operation.
- h) **"Availability"** means the time for which the services and facilities are available for conducting operations on MLS's system including application and associated infrastructure. **Availability is defined as:**

$$\frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}} * 100$$

- i) **“Helpdesk Support”** shall mean the Centralized Support Center which shall handle Fault reporting, Trouble Ticketing, and related enquiries during this contract. Helpdesk support is to be provided as per service window defined in this RFP.
- j) **“Incident”** refers to any event / abnormalities in the functioning of the any of IT and Non-IT Services that may lead to disruption in normal operations of MLS office, IT hardware or application services of proposed solution.
- k) **“Successful Implementation / Go-Live”** will mean:
 - i. Successful deployment, commissioning and UAT of the Digitalization solutions/applications modules implemented during the Phase.
 - ii. Training of all the trainees, trained on the Digitalization solutions/applications modules of that Phase.
 - iii. Successful Data digitization / migration after verification and approval by MLS or its constituted committees or representatives.
 - iv. Procurement, deployment, and commissioning of the hardware at Data Centre, Disaster Recovery Site on Cloud, LAN at MLS Mumbai & Nagpur locations, FTTP Network Setup, Library department upgradation, Library Experience Centre required to support the functioning of modules of that Phase.
 - v. Procurement, deployment and commissioning of the networking equipment's and provisioning of desired connectivity required to support the functioning of Digitalization solutions/applications.
 - vi. Achieving Information Security Standards based on guidelines from CERTIN, Directorate of Information Technology (DIT), Govt. of Maharashtra.
 - vii. Achievement of the Service Levels as expected during that Phase.
 - viii. Acceptance / Sign off from MLS or its constituted committees or representatives.
- l) Each penalty Point (of operation & maintenance phase) is equivalent to the 0.25 percent of the equated quarterly fees payable to MSP by MLS.

6.2 COMMENCEMENT AND DURATION OF SLA

This SLA shall commence on the date of issue of work order by MLS and the MSP (hereinafter the 'effective date') shall comply with SLAs for the entire duration of contract period after "Go- live" of the Project, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties. Such SLAs shall also be applicable (with same terms and conditions) in case of the extension of the contract.

6.3 INTERPRETATION AND GENERAL INSTRUCTIONS

- a) The selected MSP shall provide automated tool to monitor and report all the SLAs as mentioned.

- b) A service level violation will occur if the MSP fails to meet minimum service levels, as measured on a quarterly basis, for a service level. Overall availability and performance measurements will be monthly for the purpose of service level reporting. An "Availability and Performance Report" will be provided by the MSP on monthly basis in MLS's suggested format and a review shall be conducted based on this report. A monthly availability and performance report shall be provided to MLS at the end of every month containing the summary of all incidents reported and associated MSP performance measurement for that period.
- c) The operations and maintenance SLAs will prevail from the start of the operations and maintenance phase. Payments to the selected MSP are linked to the compliance with the SLA metrics laid down in this chapter. The penalties will be computed and calculated as per the computation explained in this section.
- d) Root cause analysis (RCA) shall be prepared for all the cases of breach in SLAs and shared with MLS. For any exceptions or the SLA breach beyond the control of selected MSP, the MSP may submit the RCA along with justification, which may be considered by MLS. In case the RCA establishes that the breach of SLA was on account of the services provided by the selected MSP under the agreement, the selected MSP would be liable for applicable penalty
- e) The penalties (Liquidated Damages) are mentioned as the percentage of certain components of costs. The liquidated damages would be levied every quarter. The percentage of SLA violation would be the average of monthly SLA measurements for the months in that respective quarter.
 - i. For the Implementation Phase, the penalties are capped at 10% of CAPEX (capital Expenditure) cost as defined in the Financial Bid Format of the RFP.
 - ii. During O&M phase, penalties per quarter are capped at 10% of the total amount payable in respective quarter for O&M phase.
 - iii. If penalties calculations exceed 20% of the quarterly payment for two consecutive quarters, then MLS can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee. If penalties calculations in any quarter exceed 30% of quarterly payment, then MLS can take appropriate action including termination of the contract and forfeiting of Performance Bank Guarantee.
- f) 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 MLS and the selected MSP. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.
- g) All changes to the SLA will be initiated in writing between MLS and the selected MSP. The service levels here are standard for MLS and will be modified when both parties agree to an appended set of terms and conditions.

- h) 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.
- i) In case there are successive breaches of SLAs for two quarters, MLS can issue show cause notice to the MSP to explain their non-performance. Also Steering Committee meeting may be called wherein MSP needs to explain the action taken to prevent such recurrences in future. This is without prejudice to other rights of MLS.

Following tables outlines the key service level requirements for the system, which needs be ensured by the selected MSP during the operations and maintenance period. These requirements shall be strictly imposed and either MLS or a third-party audit/certification agency shall be deployed for certifying the performance of the selected MSP against the target performance metrics as outlined in the tables in next section.

6.4 IMPLEMENTATION PHASE SLAS

1. **Parameters:** The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables.
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 "7: Implementation Timelines and Payments", of this RFP
3. Delay of every week would also account in increase of additional 2 weeks in the maintenance period which will be over and above the maintenance period. This duration would be accounted without incurring any charges to MLS.
4. In the event of the circumstances beyond the control of selected bidder, MLS may at the sole discretion may revise the target date of project schedule or milestones

The detailed service level requirement of the envisaged services across MLS digitalization project are as follows:

6.4.1 Development and Implementation

Table 19 – SLA for Development and Implementation

#	SLA Parameter	Description	Target	Liquidated damages/Penalty								
1.	Team mobilization and commencement of work including deployment of Key personnel on site	Deployment of identified key personnel in MLS, mobilization of team and commencement of work as per the project schedule	< 10 working days	Liquidated damages will be levied as per the following table: <table><tr><th>Delay in Team mobilization</th><th>Liquidated damages as % of the CAPEX cost</th></tr><tr><td>15 days</td><td>0.25%</td></tr><tr><td>16 to 25 days</td><td>0.5%</td></tr><tr><td>> 25 days</td><td>1.0%</td></tr></table> For each additional day after 25 days, liquidated damages of 0.25% will be levied as additional liquidated damages	Delay in Team mobilization	Liquidated damages as % of the CAPEX cost	15 days	0.25%	16 to 25 days	0.5%	> 25 days	1.0%
Delay in Team mobilization	Liquidated damages as % of the CAPEX cost											
15 days	0.25%											
16 to 25 days	0.5%											
> 25 days	1.0%											
2.	Change in named Key Personnel	Key personnel team deputed at MLS office to consist of same members whose names were proposed in the Bid	No deviation	Liquidated damages will be levied as per the following table: <table><tr><th>Number of Key Personnel Changed</th><th>Liquidated damages as % of the CAPEX cost</th></tr><tr><td>1 to 2</td><td>0.25%</td></tr><tr><td>3 to 4</td><td>0.5%</td></tr><tr><td>5 to 6</td><td>1.0%</td></tr></table> For each additional change, liquidated damages of 0.25% of CAPEX cost will be levied as additional liquidated damages. In case the Program Manager recommended for the	Number of Key Personnel Changed	Liquidated damages as % of the CAPEX cost	1 to 2	0.25%	3 to 4	0.5%	5 to 6	1.0%
Number of Key Personnel Changed	Liquidated damages as % of the CAPEX cost											
1 to 2	0.25%											
3 to 4	0.5%											
5 to 6	1.0%											

#	SLA Parameter	Description	Target	Liquidated damages/Penalty								
				assignment is changed an additional liquidated damage of 0.5% of the CAPEX cost will be levied.								
3.	Delay in any of the project milestones	Measured as the difference between the planned date for the milestone and the actual date of its completion	< 10 days	Liquidated damages will be levied as per the following table: <table><tr><th>Delay in Project milestones</th><th>Liquidated damages as % of CAPEX cost for each milestone</th></tr><tr><td>15 days</td><td>0.25%</td></tr><tr><td>16 to 25 days</td><td>0.5%</td></tr><tr><td>> 25 days</td><td>1.0%</td></tr></table> For each additional day after 25 days, liquidated damages of 0.25% will be levied as additional liquidated damages	Delay in Project milestones	Liquidated damages as % of CAPEX cost for each milestone	15 days	0.25%	16 to 25 days	0.5%	> 25 days	1.0%
Delay in Project milestones	Liquidated damages as % of CAPEX cost for each milestone											
15 days	0.25%											
16 to 25 days	0.5%											
> 25 days	1.0%											
4.	Delay in overall Go-Live date	Measured as the difference between the planned date for the Go-Live and the actual date of Go-Live	< 15 days	Liquidated damages will be levied as per the following table: <table><tr><th>Delay in Go-Live</th><th>Liquidated damages as % of CAPEX cost</th></tr><tr><td>15 to 20 days</td><td>0.25%</td></tr><tr><td>21 to 30 days</td><td>0.5%</td></tr><tr><td>> 30 days</td><td>1.0%</td></tr></table> For each additional day after 30 days, liquidated damages of 0.25% will be levied as additional liquidated damages	Delay in Go-Live	Liquidated damages as % of CAPEX cost	15 to 20 days	0.25%	21 to 30 days	0.5%	> 30 days	1.0%
Delay in Go-Live	Liquidated damages as % of CAPEX cost											
15 to 20 days	0.25%											
21 to 30 days	0.5%											
> 30 days	1.0%											

6.4.2 Digitalization of documents and videos

The definitions related to Digitalization of documents are mentioned in table below.

Table 20 - SLA terms and its description

#	SLA Terms	Description
1.	% Accuracy	MSP quality team will physically verify the digitalized records submitted by the MSP vendor against the original records and will identify the erroneous fields in each record. Random Checks will be done by the MLS officials The % accuracy for each batch will be calculated as follows: Total no. of erroneous pages in the batch = X Total no. of pages in the batch = Y [10,000 pages per batch] Accuracy per batch (%) = $100\% - (X \times 100) / (Y)$ Note: - definition of errors is as follows: a) OCR error b) Meta data incomplete [minimum meta data per page] c) Wrong meta data Overall accuracy = Sum of accuracy of all batches of phase 1 / total number of batches scanned in Phase 1

Table 21 - List of Services Level Agreements (SLAs)

#	SLA Parameter	Description	Target	Liquidated damages/Penalty						
1.	Digitalization of Debates documents	Digitalization of Debates documents (approx. 10 lakhs) in phase 1.	98%	Liquidated damages will be levied as per the following table: <table><tr><th>Overall accuracy %</th><th>% of Digitalization CAPEX Cost</th></tr><tr><td>< 98% to 95%</td><td>5%</td></tr><tr><td>< 95% to 90%</td><td>10%</td></tr></table>	Overall accuracy %	% of Digitalization CAPEX Cost	< 98% to 95%	5%	< 95% to 90%	10%
Overall accuracy %	% of Digitalization CAPEX Cost									
< 98% to 95%	5%									
< 95% to 90%	10%									

#	SLA Parameter	Description	Target	Liquidated damages/Penalty									
				< 90%	20%								
				Overall accuracy of less than 90% for all documents will be considered as the Breach of the Agreement and MLS reserves the Right to terminate the agreement.									
2.	Data accuracy of digitalized documents	Accuracy of the data digitized by the MSP vendor when compared against the original records	90% Accuracy of the data digitized by the MSP vendor when compared against the original records	Liquidated damages will be levied as per the following table: <table><tr><th>Overall accuracy %</th><th>% of Digitalization CAPEX Cost</th></tr><tr><td>< 90% to 85%</td><td>5%</td></tr><tr><td>< 85% to 80%</td><td>10%</td></tr><tr><td>< 80%</td><td>20%</td></tr></table> Overall accuracy of less than 80% for all documents will be considered as the Breach of the Agreement and MLS reserves the Right to terminate the agreement.		Overall accuracy %	% of Digitalization CAPEX Cost	< 90% to 85%	5%	< 85% to 80%	10%	< 80%	20%
Overall accuracy %	% of Digitalization CAPEX Cost												
< 90% to 85%	5%												
< 85% to 80%	10%												
< 80%	20%												
3.	Digitalization of videos	Digitalization of videos To be certified by the QA team of MSP.	100% Annotations of all videos	Liquidated damages will be levied as per the following table:									

#	SLA Parameter	Description	Target	Liquidated damages/Penalty	
				Overall accuracy %	% of Digitalization CAPEX Cost
				95% to < 100%	2%
				90% to < 95%	5%
				< 90%	10%
				Overall accuracy of less than 90% of all videos will be considered as the Breach of the Agreement and MLS reserves the Right to terminate the agreement.	

6.5 OPERATION AND MAINTENANCE PHASE SLAs

The following SLA are applicable at each quarter of operation and maintenance phase of the project tenure.

6.5.1 Digitalization of Documents and Videos

Table 22 - SLAs for Digitalization of documents and videos

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Scanning of Debates related and MLS Department documents (approx. 200 pages per day)	End to end process from the document scanning, storing, creating metadata, scanning corrections and others	Within 2 working days from the date of handover of documents to MSP	a) >2 days to =<3 days= 0.25% b) >3 days to =<5 days = 0.5% c) >5 days = 1%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
2.	Scanning of newspaper clippings (approx. 400 clippings per day)	End to end process from the document scanning, storing, creating metadata, scanning corrections and others	Within 2 working days from the date of handover of clippings to MSP	a) >2 days to =<3 days= 0.25% b) >3 days to =<5 days = 0.5% c) >5 days = 1%
3.	Digitization of videos	100% annotation of the video, indexing metadata, linking with search engine	Within 7 days from the date of video handover to MSP	a) >7 days to =<10 days= 1% b) >10 days to =<15 days = 1.5% c) >15 days = 2%

6.5.2 MLS Information Portal

Table 23 - SLAs for Operation and Maintenance phase

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Average availability of web-based application over the Internet/ Intranet	Availability of critical functionalities for at least 99.9% of time measured on monthly basis for a 24x7x365 period.	>=99.9%	a) <99% to >=99.5 = 0.5% b) <99.5 to >=98% = 1% c) <98 to >=97% = 2% For each additional 1% non-availability of web-based application 2% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
2.	Time taken to load application Portal page at any time on internet/intranet separate	Speed measured over a leased circuit or equivalent at 2 Mbps bandwidth	< 3 to 5 seconds	a) For greater than 5 seconds, 0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter. For each additional occurrence (after 2 occurrence) in quarter, 0.25% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.
3.	E-book generation after end of session	Offline and online	Within 2 working days after all documents are handed over to MSP	a) > 2 days to <=4 days = 0.5% b) > 4 days to <= 6 days = 1% c) >6 days = 2%
4.	Extract data from newspaper website through web crawling engine and linking with AI search engine	Online	Within 2 working days after on providing topic details and selecting Newspaper websites	a) > 2 days to <=4 days = 0.5% b) > 4 days to <= 6 days = 1% c) >6 days = 2%
5.	Linking of Debates data to internal input, processing, output documents of MLS departments	Offline and online	Within 10 days from the end of House session (Budget, Monsoon, Winter)	a) > 2 days to <=4 days = 0.5% b) > 4 days to <= 6 days = 1% c) >6 days = 2%
6.	Linking of debates e-book contents to GR, Laws, Court rulings, Calendar & other reference material	Offline/online	Within 5 days from the end of House session (Budget, Monsoon, Winter)	d) > 5 days to <=7 days = 1% e) > 7 days to <= 10 days = 1.5% f) >10 days = 2%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
7.	Average response time for simple query (≤ 3 fields condition) and complex query (>3 fields) of the central data repository to search desired data a) (≤ 3 fields condition) b) (> 3 fields condition)	Online	a) 90% queries to complete in < 3 Sec b) 90% queries to complete in < 5 Sec	<u>For simple query having ≤ 3 fields condition:</u> a) <5 secs & ≥ 3 secs = 1% b) <10 secs & ≥ 5 secs = 3% c) >10 secs = 5% <u>For complex query having >3 fields condition:</u> a) <5 secs & ≥ 3 secs = 1% b) <10 secs & ≥ 5 secs = 3% c) >10 secs = 5%

6.5.3 IT Infrastructure (DC, DR, Connectivity, and others) related service levels

Table 24 - SLAs related to DC, DR, Connectivity, and others

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Availability of Server, Primary Storage, Data Security & Networking Components (including the OS, database and the application running on it)	Measured as the average availability of mentioned equipment at DC/DR on Quarterly basis (Monthly Reports to be submitted by MSP for review) Uptime of the equipment will be measured on 24X7 basis Availability to be calculated by below formula,	$\geq 99.5\%$	a) $<99.5\%$ to $\geq 99\%$ = 0.5% b) $<99\%$ to $\geq 98\%$ = 1% c) $<98\%$ = 2%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
		Availability to be calculated by below formula, $= (1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.		
2.	DR Services & DR Connectivity	DR on cloud, Connectivity & related services shall be measured on quarterly basis. Whereas Availability to be calculated by below formula, $\text{Availability} = (1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.	>= 99.5%	a) <99.5% to >=99% = 0.5% b) <99% to >=98% = 1% c) <98% = 2%
3.	LAN Services at Mumbai & Nagpur	Managed LAN Services Availability Measured on quarterly basis. Whereas Availability to be calculated by below formula, $\text{Availability} = (1 - (1/\text{total down time})) * 100\%$	>= 99.5%	a) <99.5% to >=99% = 0.5% b) <99% to >=98% = 1% c) <98% = 2%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
		Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.		
4.	Internet Connectivity to both sites	Internet Connectivity to DC (both line 1& 2) & DR to be measured on quarterly basis. Whereas Availability to be calculated by below formula, $\text{Availability} = (1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.	>= 99.5%	a) <99.5% to >=99% = 0.5% b) <99% to >=98% = 1% d) <98% = 2%
5.	Bandwidth Latency	Bandwidth Latency Measured in milliseconds at DC and DR site.	<=100ms	a) >100 mins to <=120 mins = 0.5% b) >120 mins to <=150 mins = 1% c) >150 mins = 1%
6.	Bandwidth Link – packet drops (individual links)	Bandwidth Packet Drop (Integrity) Measured in % at DC & DR Site	<=1%	
			<=1.5% & >1%	0.5% of O&M Quarterly payment
			<=2% & > 1.5%	1% of O&M Quarterly payment
			<=2.5% & > 2%	2% of O&M Quarterly payment
7.	FTTP Network setup	FTTP network Availability Measured Shall be Minimum 99.5% on quarterly basis	>= 99.5%	Nil
			<99.5% to >=99.00%	0.5% of O&M Quarterly payment

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
		Whereas Availability to be calculated by below formula, Availability = $(1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.	<99% to >= 98.00%	1% of O&M Quarterly payment
			< 98.00%	2% of O&M Quarterly payment
8.	Peak CPU Utilization of Application, Database & other servers.	Measured as the occurrence of peak CPU utilization for a sustained period of more than 2 hours. This will be measured on 24X7 basis for each component.	<= 60%	Nil
			>= 60% to <=70%	0.5% of O&M Quarterly payment
			>= 70% to <=80%	1% of O&M Quarterly payment
			> 80.00%	2% of O&M Quarterly payment
9.	Peak Memory Utilization of Application, Database & other servers.	Measured as the occurrence of peak memory utilization for a sustained period of more than 2 hours. This will be measured on 24X7 basis for each component.	<= 60%	a) >= 60% to <=70% 0.5% of O&M Quarterly payment b) >= 70% to <=80% 1% of O&M Quarterly payment c) > 80.00% 2% of O&M Quarterly payment
10.	Peak I/O Utilization of Application, Database & other servers.	Measured as the occurrence of peak I/O utilization for a sustained period of more than 2 hours. This will be measured on 24X7 basis for each component.	<= 60%	a) >= 60% to <=70% 0.5% of O&M Quarterly payment b) >= 70% to <=80% 1% of O&M Quarterly payment c) > 80.00% 2% of O&M Quarterly payment
11.	Restore	Adherence to RTO to be measured from the time system outage is reported.	Full Restore RTO <24 Hours	0.1% of O&M Quarterly payment for every default, at an interval of every 60 minutes, subject to a

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
	Disaster Recovery (measured during the disaster scenarios and drills)	This is applicable to both production environment & during DR drills.	RPO <48 Hours	maximum of 5% of O&M Quarterly payment. Separate penalties for RTO and RPO violations
12.	Scheduled downtime for system maintenance Per Week.	Advance notification for scheduling downtime for system maintenance.	Notification of >= 7 days in advance	Nil
			Notification of less than 7 days	0.5% of O&M Quarterly payment

6.5.4 Physical Infrastructure related service levels

Table 25 - SLAs related to Physical Infrastructure

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Availability of Power (DG, UPS)	Availability of Power will be measured up to the socket level in the equipment room that will be providing power to the Racks. Power Availability to be measured on quarterly basis Whereas Availability to be calculated by below formula,	>= 99.5%	a) <99.5% to >=99.00% = 0.5% b) <99% to >=98% = 1% c) <98% = 2%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
		Availability = $(1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.		
2.	CCTV Surveillance System, Access control System, Water Leak Detection, Rodent Repellent System	Availability Minimum 99.5% on quarterly basis. Whereas Availability to be calculated by below formula, Availability = $(1 - (1/\text{total down time})) * 100\%$ Where: Down Time = Time to repair + Testing time + Waiting, Movement & Coordination time.	$\geq 99.5\%$	a) $<99.5\%$ to $\geq 99.00\% = 0.5\%$ b) $<99\%$ to $\geq 98\% = 1\%$ c) $<98\% = 2\%$
3.	Detection and suppression of fire	Fire Suppression and Detection System must detect and suppression any fire incident occurs at DC, DR, Library Department, Library Experience Centre and Project Management Centre	$=100\%$	a) $<100\% = 2\%$

6.5.5 Civil and repair work Service levels

Table 26 - SLAs related to Civil and Repair works

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Any Civil works as defined by MLS	Any civil work by MSP at Data Center, Library department, Library experience center and project management center	T (shall be the agreed resolution time with MLS)	a) T+20% = 0.1% b) T+30% = 1% c) Above T+30% = 2%

6.5.6 Manpower/Resources Availability service levels

In cases where 8x5 manpower is not available the support personnel should be available over phone. On critical situations or when directed by MLS, the support personnel must be available on site within 3 hours of request from MLS. Non availability of the support personnel as stated above will be treated equivalent to single occasion downtime for critical components.

Table 27 - SLAs for Facility Management and Manpower

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Resource availability for all services requested under Operations and Maintenance Resource availability would be calculated as: No. of days for which resource present at the designated location / Total no. of days) x 100	Availability of required resources at agreed locations including DC/DR, MLS sites, MSP Site, etc.	>= 99% (Averaged over all resources designated for MLS services and calculated on a quarterly basis)	a) >=99% - Nil b) <97% & >=99% - 0.25% c) < 95% & >= 97% - 0.5% d) < 95% - 1.0% For each additional 1% for non-availability of resources, 1% of Quarterly payment of Operations & Maintenance will be levied as additional liquidated damages.

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
	(Refer the Table in section 2.11)			The attendance will be maintained by the MSP at all locations and monthly attendance details will be shared with MLS.

6.5.7 Network Security Management service levels

These SLAs would be calculated for each of the following types of incidences:

- a) Virus Attack - Any virus infection and passing of malicious code shall be monitored at the gateway level or user complains of virus infection shall be logged at the help desk system and collated every quarter.
- b) Denial of Service Attack - Non availability of any services shall be analyzed, and forensic evidence shall be examined to check whether it was due to external DoS attack.
- c) Intrusion - Compromise of any kind of data hosted by DC
- d) SPAM statistics on monthly basis shall be monitored through reports generated by Anti-SPAM software.
- e) Any other security related threat

Table 28 - List of incidents and penalty

#	Incidents per month	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	For every virus attack reported and not resolved within 36 hours from the time of patch or virus removal tool/process is available	0.5% of O&M Quarterly payment for every unresolved call
2.	For every incidence of Data Theft (Compromise of any kind of data hosted by DC)	1% of O&M Quarterly payment for every Data theft instance
3.	For every incidence of Distributed Denial-of-service (DDoS) attack	1% of O&M Quarterly payment for every DDoS attack
4.	For every intrusion remained unidentified & every intrusion that could not be prevented.	1% of O&M Quarterly payment for every intrusion
5.	For detecting & filtering SPAM traffic.	0.5% of O&M Quarterly payment for 10 such identified incidents.

6.5.8 Application Monitoring service levels

Table 29 - Penalties for Application monitoring SLAs

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Full outage of the application	Application monitoring system should alert the System administrator in case of any partial outage of the application hosted at MLS DC and DR.	Within 10 mins	a) >10 mins to <= 30 mins = 0.5% b) >30 mins = 1%
2.	Partial outage of the application	Application monitoring system should alert the System administrator in case of any partial outage of the application hosted at MLS DC and DR.	Within 1 hour	a) >1 hour to <= 4 hours = 0.5% b) >4 hours = 1%

6.5.9 Patch management service levels

Table 30 - Penalty for Patch management SLAs

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Patch management	Informing Client about available Patches & upgrades for all applications.	Critical Patches to be informed & implemented within 10 days of patch release/availability	0.1% per patch
		After discussing & submitting impact assessment of Patch/upgrade to client	Mutually agreed upon time after notifying client.	0.1% per week for per patch

6.5.10 Training and change management

Table 31 - Penalty for Training and Change management related SLAs

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Training satisfaction of MLS Staff members and project stakeholders.	The following data will be captured for the training Satisfaction level of the training sessions conducted by MSP for MLS staff members & project stakeholders. a) Feedback ratings received from Training participants b) No. of participants c) No. of Trainings delivered	Feedback rating should be greater than 7 out of 10	0.1% for each feedback rating below 7 out of 10. MSP shall have to provide the training again to the respective stakeholders who has given the training rating below 7 out of 10.

6.5.11 Certification and Audit Compliance

Table 32 - Penalty for Certification and audit compliance SLAs

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1	Outcome of Security Audit	The third-party auditor shall rate the performance of MSP on security implementation as per pre-agreed parameters. - Satisfactory - Requires Improvement - Unsatisfactory	Satisfactory	a) Requires improvement = 1% b) Unsatisfactory = 3%
2	Average uptime for the Security components at the DC/DR / other sites	Measured as the percentage of time the Appliances at DC/DR / other sites is up and running on monthly basis. This will be measured on 24X7 basis	>=99.9%	a) < 99.9% & >= 99% = 1% b) < 99% & > = 98% = 3% <98% & > = 97% = 5%
3	Adherence of Security audit observations	Implementation of recommendation given by Security Auditor as well as MSP internal team and which have been agreed upon with MLS to be implemented by MSP. MIS report to be submitted on quarterly basis.	100% on time as per the timeline agreed between MLS and MSP.	Number of days of delay from the agreed timeline. a) >1 day to <= 5 days = 0.5% b) >5 days to <= 15 days = 1% c) >15 days to <= 30 days = 2%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
4	Security Reporting	MIS report to be submitted on quarterly basis within pre-defined timelines 100% reporting of the security KPI's (defined during project start)	100% on time reporting	a) >1 day & <=5 days = 1% b) > 5 days & <= 10 days = 3% > 10 days & <=15 days = 5%
5	Reporting of Security Incidents	Reporting of security incidents/threats with cause, action and remedy. MIS report to be submitted on quarterly basis	100% within 1 hour	a) >1hr & <=3hr = 1% b) >3hr & <=5hr = 3% >5hr & <=8Hr = 5%
6	Penetration Testing	Penetration Testing (external) will be conducted once every year. All detected vulnerabilities to be closed within the year. The delays will be calculated in No of days after the due date has crossed	Yearly	a) >10 day & <= 30 day = 1% b) >30 day & <= 40 day = 3% >=40 day & < 45 day = 5%
7	Audit for sustenance of certifications	Timely completion of audits and ensuring sustenance of existing certifications	100% on time as per Schedule No certifications to lapse (on time renewal/continuance compliance)	Number of days of delay from the agreed timeline. a) >1 day to <= 5 days = 0.5%

#	SLA Parameter	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
				b) >5 days to <= 15 days = 1% c) >15 days to <= 30 days = 2%
8	Non – Closure of Audit Observations	No observation to be repeated in the next audit	0% All the audit observations to be closed within the defined timelines	a) >0% to <=1% = 0.5% b) >1% to <= 3% = 1% c) >3% to <= 5% = 2%

6.5.12 Call Centre / Helpdesk SLAs

Table 33 - Call Centre SLAs and Penalty

#	SLA Category	Description	Target	Liquidated Damages/Penalty (as % of the Quarterly payments during Operations & Maintenance Phase)
1.	Call Quality	Call quality audit score is a method of scoring agent calls against predefined parameters to ensure that the agents are adhering to the quality standards Measure from the MIS reports generated from the system deployed, maintained, and operated by the MSP at call centre	90%	1% of quarterly pay out for drop in baseline service level by every 5% on a pro-rata basis
2.	Helpdesk ticket/Incident Response time	Average Time taken to acknowledge and respond once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting quarter (24x7x365)	100% within 15 mins	a) <100% & >=98% = 1% b) <98% & >=96% = 3% c) < 96% >=94% = 5%

6.6 SLA REVIEW PROCESS AND PENALTY

- Either MLS or MSP may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- A meeting will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- MLS and the MSP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The MSP will then communicate the resolution to all interested parties.

- d) In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.

Section 7:

Implementation Timelines and Payments

7 SECTION 7: IMPLEMENTATION TIMELINES AND PAYMENTS

7.1 PHASE WISE ACTIVITIES

7.1.1 Phase 1 – Activities

Table 34 - Phase 1

#	Functionalities
1.	MLS Information Portal having the following features: a) Home b) About Us c) Legislative Members d) House Session Calendar e) Basic search on Debates documents f) User administration g) MIS reports h) Audit trail
2.	Digitalization of documents a) Digitalization of Debates documents (approx. 10 lakhs) b) Digitalization Platform (Scanned Document Management System) c) Integration of Digitalization platform with MLS Information Portal
3.	Facility upgradation a) Library department including Library experience center b) Project management center
4.	IT Infrastructure a) Commissioning of LAN Setup at MLS Building at Mumbai b) Commissioning of Data Center (DC) c) Commissioning of Cloud DR d) Commissioning of FTTP Network
5.	User acceptance testing (UAT)
6.	Third party security audit
7.	Go-Live of phase 1
8.	Submissions of updated project documents and manuals

7.1.2 Phase 2 - Activities

Table 35 - Phase 2

#	Functionalities
1.	MLS Information Portal having the following features: a) AI and ML based Advance Search
2.	Digitalization of documents and videos a) Digitalization of GRs, debates, newspaper clippings and other related content (from year 2014 onwards) (approx. pages) b) Digitalization of Videos of Debates (for year 2014 onwards) c) Linking of indexed documents to Legislative Members Profile
3.	Library department a) Library management application b) Integration of Library management application (to be developed by the bidder as a part of their proposed solutions for this RFP) with MLS Information Portal
4.	Infrastructure a) Commissioning of LAN and FTTP network setup at MLS Camp Office at Nagpur
5.	User acceptance testing of Phase 2
6.	Third party security audit
7.	Go-Live of phase 2
8.	Submissions of updated project documents and manuals

7.1.3 Phase 3 - Activities

Table 36 - Phase 3

#	Functionalities
1.	MLS Information Portal a) Newspaper crawling b) E- book generation c) Dashboards d) Digital video vault e) Virtual tour f) Dashboards g) MIS reports

#	Functionalities
	h) Audit trail i) Advance search engine (members, session, bill, budget, GR, debates, committee reports, publications, gazettes, and others category wise search) j) Social media links (Koo, Instagram, Facebook, Twitter, YouTube, and others) k) Other functionalities
2.	Digitalization of documents and Videos a) Digitalization of all remaining documents (out of approx. 1.62 Crore) b) Digitalization of Videos of Debates (for remaining years)
3.	All other activities
4.	User acceptance testing of phase 3
5.	Third party security audit
6.	Go-Live of phase 3
7.	Full rollout confirmation
8.	Submissions of updated project documents and manuals

7.1.4 Phase 4 - Activities

Table 37 - Phase 4 – Operation and maintenance

#	Functionalities
1.	Quarterly Operation and Maintenance Support
2.	Quarterly SLA Compliance Report
3.	Change management and capacity building
4.	Other activities

7.2 IMPLEMENTATION TIMELINES, PAYMENTS & ACCEPTANCE CRITERIA

T - Date of issuance of work order by MLS

DC – Data center

DR – Disaster recovery site

LD - Library department

LEC – Library experience center

PMC – Project management center

Table 38 - Implementation timelines, payment & acceptance criteria

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
1.	Phase 1	Overall Project	Milestone 1	Project Charter & Project Work Plan	T + 0.5 month	-	Signoff from MLS on Project Charter & Project Work Plan
2.	Phase 1	Overall Project	Milestone 2	Submission of System Requirement Specifications (SRS) for Phase 1	T + 2.5 months	5% of CAPEX cost	Signoff from MLS on SRS for overall project
3.	Phase 1	Overall Project	Milestone 3	Submission of Solution High Level Design (HLD) Document for Phase 1	T + 3 months	-	Signoff from MLS on HLD documents
4.	Phase 1	Infrastructure	Milestone 4	Layout design and Fit out plans for DC + LD + LEC + PMC	T + 3 months	2.5% of CAPEX Cost	Signoff from MLS on Layout design and fit out plans for DC + LD + LEC + PMC
5.	Phase 1	Infrastructure	Milestone 5	Layout design and Fit out plans for FTTP Network Setup + Network at MLS Mumbai & Nagpur camp office	T + 3 months	2.5% of CAPEX Cost	Signoff from MLS Layout design and fit out plans for FTTP Network Setup + Network at MLS Mumbai & Nagpur
6.	Phase 1	Overall Project	Milestone 6	Submission of Change management and capacity building plan	T + 3 months	-	Signoff from MLS on CM and CB plan
7.	Phase 1	Infrastructure	Milestone 7	Supply, Install, Configure & Commissioning of DC, including Hardware, Software, Civil, Electrical and others	T + 8 months	10% CAPEX Cost	Signoff from MLS on commissioning report

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
8.	Phase 1	Infrastructure	Milestone 8	Supply, Install, Configure & Commissioning of LD, including Hardware, Software, Civil, Electrical, furnishings, storage, and others	T + 8 months	2.5% CAPEX Cost	Signoff from MLS on installation and commissioning report
9.	Phase 1	Infrastructure	Milestone 9	Supply, Install, Configure & Commissioning of LEC, including Hardware, Software, Civil, Electrical, furnishings, storage, and others	T + 8 months	2.5% CAPEX Cost	Signoff from MLS on installation and commissioning report
10.	Phase 1	Infrastructure	Milestone 10	Supply, Install, Configure & Commissioning of PMC, including Hardware, Software, Civil, Electrical, furnishings, storage, and others	T + 8 months	2.5% CAPEX Cost	Signoff from MLS on installation and commissioning report
11.	Phase 1	Infrastructure	Milestone 11	Supply, Install, Configure & Commissioning of LAN + FTTP Network at Mumbai, including Hardware, Software, Civil, Electrical, network connectivity, and others	T + 8 months	2.5% of CAPEX Cost	Signoff from MLS on installation and commissioning report

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
12.	Phase 1	Overall Project	Milestone 12	Change management and Capacity building (Training) to MLS Staff	T + 9 months	-	Signoff from MLS on training completion and training feedback form submitted by MLS Staff
13.	Phase 1	Infrastructure	Milestone 13	Commissioning of Cloud DR	T + 9 months	2.5% of OPEX cost	Signoff from MLS on commissioning report on Cloud DR
14.	Phase 1	MLS Information Portal	Milestone 14	User acceptance testing (UAT) of MLS information portal	T + 9.5 months	5% of CAPEX Cost	UAT signoff from MLS as per the requirement provided in section 5: Testing and Acceptance Criteria of this RFP document document
15.	Phase 1	Data digitalization	Milestone 15	User acceptance testing (UAT) of Data digitalization and Digitalization platform	T + 9.5 months	5% of CAPEX Cost	
16.	Phase 1	Overall Project	Milestone 16	Third party security audit of MLs information portal and digitalization platform	T + 10 months	-	
17.	Phase 1	Overall Project	Milestone 17	Go-Live of phase 1	T + 10 months	5% of CAPEX Cost	
18.	Phase 1	Overall Project	Milestone 18	Submission of Project Documentation and Manuals	T + 11 months	2.5% of CAPEX Cost	Signoff from MLS on Project documentation and manuals

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
19.	Phase 2 and 3	Overall Project	Milestone 19	Submission of System Requirement Specifications (SRS) for Phase 2 and 3	T + 12 months	2.5% of CAPEX cost	Signoff from MLS on SRS for overall project
20.	Phase 2 and 3	Overall Project	Milestone 20	Submission of Solution High Level Design (HLD) Document of Phase 2 and 3	T + 13 months	-	Signoff from MLS on HLD documents
21.	Phase 2	Infrastructure	Milestone 21	Supply, Install, Configure & Commissioning of LAN + FTTP Network at Nagpur, including Hardware, Software, Civil, Electrical, network connectivity, and others	T + 13 months	2.5% of CAPEX Cost	Signoff from MLS on installation and commissioning report
22.	Phase 2	MLS Information Portal	Milestone 22	User acceptance testing of MLS Information Portal	T + 15 months	2.5% of CAPEX cost	a) Signoff from MLS as per the requirement provided in section 5: Testing and Acceptance Criteria of this RFP document. b) Submission of Third-party security audit - successful completion
23.	Phase 2	Library department	Milestone 23	Library management application and its integration with MLS Information Portal	T + 15 months	2.5% of CAPEX cost	
24.	Phase 2	Data digitalization	Milestone 24	User acceptance testing of data digitalization (documents)	T + 16 months	7.5% of CAPEX cost	
25.	Phase 2	Data digitalization	Milestone 25	User acceptance testing of data digitalization (videos)	T + 16 months	7.5% of CAPEX cost	

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
26.	Phase 2	Overall project	Milestone 26	Third party security audit	T + 17 months	-	certificate by MSP.
27.	Phase 2	Overall project	Milestone 27	Go-Live of Phase 2	T + 17 months	5% of CAPEX cost	Signoff from MLS as per the requirement provided in section 5: Testing and Acceptance Criteria of this RFP document.
28.	Phase 3	MLS Information Portal	Milestone 28	User acceptance testing of MLS Information Portal	T + 22 months	5% of CAPEX cost	a) Signoff from MLS as per the requirement provided in section 5: Testing and Acceptance Criteria of this RFP document. b) Submission of Third-party security audit - successful completion certificate by MSP.
29.	Phase 3	Data digitalization	Milestone 29	User acceptances testing of data digitalization (documents and videos)	T + 22 months	10% of CAPEX Cost	
30.	Phase 3	MLS Information Portal	Milestone 30	Third party security audit	T + 23 months	-	
31.	Phase 3	MLS Information Portal	Milestone 31	Go-Live of Phase 3	T + 24 months	2.5% of CAPEX cost	Signoff from MLS
32.	Phase 3	Overall Project	Milestone 32	Full Roll Out confirmation & Submission of updated Project Documentation and	T + 24 months	2.5% of CAPEX cost	Signoff from MLS on the full roll out confirmation

#	Phase	Solution Category	Milestones	Deliverables	Timelines (T*)	Payment	Acceptance Criteria
				Manuals for phase 1, 2 and 3			
33.	Phase 4	Operation and Maintenance	Milestone 33	Quarterly Operation and Maintenance Support + Quarterly SLA Compliance Report	Every quarter for O&M period	Pro-rated per Quarter OPEX Cost	a) Signoff from MLS on the quarterly Operation and maintenance support activities b) Signoff from MLS on the quarterly SLA compliance report

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 ten (10) printed hard copies of the deliverable material shall be submitted to MLS by the project manager of the bidder.
3. MLS will review the deliverables and either accept the deliverable or provide feedback on changes to be done in writing within a reasonable period (2-3 weeks).
4. The bidder shall make the appropriate revisions and shall resubmit the updated final version to MLS for their verification and feedback / acceptance.
5. The bidder should strive to submit the deliverables in parts for getting continuous feedback on the deliverables. The bidder should also engage with MLS on a continuous basis through meetings (weekly till 4 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. The bidder should plan to submit the draft versions of deliverables before the scheduled timelines to allow reasonable time for review and acceptance.

7.3 PAYMENT TERMS AND CONDITIONS

1. No advance payment shall be made.
2. The bidder's request(s) for payment shall be made to MLS in writing, accompanied by an invoice describing, as appropriate, the Goods/Services/Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.
3. Payments shall be made promptly by MLS within thirty (30) days after submission of the invoice or claim by the bidder, only after quality inspection and verification by the MLS's representative of the conformity of the Goods/Services/Solutions supplied as per the agreed specifications.
4. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
5. The price quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subjected to variation on any account, including changes in taxes, duties, levies etc.
6. Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.
7. As regards to payment towards Electricity towards Data Centre, Library Experience Centre, Project Management Centre Operations will be paid by MLS.
8. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective/immediate payment milestones.
9. The O&M payments shall be made on quarterly in arrears basis.

7.4 FINAL TESTING AND CERTIFICATION:

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

1. MLS 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 components (including call center infrastructure) 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 rollout. Once the system has been rolled out, the bidder will notify MLS so that the system may be assessed by MLS's Third-Party Assessment / Acceptance agency. The procedure adopted thereafter will be like the procedure adopted for acceptance of pilot.

4. MLS may get the solution assessed periodically through a Third-Party Assessment / Acceptance agency even after declaration of 'Go-live' to ensure continued success of the project.
5. The bidder commits to provide all the requisite support and cooperation to MLS 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, integration, testing, implementation and maintenance 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.

Section 8:

Bid Formats

8 SECTION 8: BID FORMATS

8.1 PRE-QUALIFICATION RESPONSE FORMAT

8.1.1 Bidder information

Table 39 Bidder information

Information	Details	Response
Bid submitted by	Single Bidder / Consortium	
Bidder Name	Single Bidder / Consortium (Lead Bidder)	
Authorized Signatory	Name, Designation, Company Name, Address, Email id, Mobile no	
Contact person 1	Name, Designation, Company Name, Address, Email id, Mobile no	
Contact person 2	Name, Designation, Company Name, Address, Email id, Mobile no	

8.1.2 Pre-qualification bid response covering letter

(To be submitted on Letter head of bidder / Lead bidder)

Covering Letter

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan,
Backbay Reclamation, Vidhan Bhavan Marg,
Mumbai – 400032

Ref No: xxxxx

Subject: Submission of Pre-Qualification Bid in response to the Request for Proposal for Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat

Dear Sir,

We, the undersigned, offer to be a Managed Service Provider to Maharashtra Legislature Secretariat in response to your Request for Proposal dated MM-DD-YYYY. We are hereby submitting our pre-qualification bid.

We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the sections of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.1.3 Pre-qualification bid response compliance checklist

Please refer Section 1.15.1 and state your compliance in Yes/ No against each Pre-Qualification (PQ) Criteria with supporting documents.

Table 40 - Pre-qualification compliance checklist

#	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
PQ1	- Copy of Certificate of Incorporation OR Copy of LLP firm registration certificate, as applicable - Copy of Goods and Services Tax (GST) certificate with GST registration number (GSTIN) - Copy of PAN Card		
PQ2	- Copy of Board resolution OR - Copy of Power of attorney with appropriate supporting documents		
PQ3	Copy of Power of attorney with appropriate supporting documents		
PQ4	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. (Sample format is provided in section 8.1.15 of this RFP)		
PQ5	- Copy of the audited Balance Sheet and Profit & Loss Statement of the company - Certificate from the statutory auditor clearly stating the total turnover		
PQ6	Certificate from the Statutory Auditor clearly stating the net worth		
PQ7	- Copy of work order and - Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and		

#	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
	• Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note: Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
PQ8	• Copy of work order and • Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and • Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note: Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
PQ9	• Copy of work order and • Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and • Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) • Note: Copy of work order or contract agreement or		

#	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
	client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
PQ 10	Self-certificate by authorized signatory as per the format provided in Section 8.1.14 of this RFP		
PQ11	Copy of the requisite certificates		
PQ12	Integrity Pact signed by authorised signatory as per the format provided in Section 8.1.17 of this RFP.		
PQ13	No conflict of Interest signed by authorised signatory as per the format provided in Section 8.1.18 of this RFP.		
PQ14	NDA signed by authorised signatory as per the format provided in Section 8.1.20 of this RFP.		

We hereby declare that our bid 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.

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.1.4 Online payment receipt for RFP document fee

The bidder is required to submit the scanned copy of RFP fees paid to purchase the intended RFP

8.1.5 Earnest Money Deposit (EMD)

The bidder is required to insert the scanned copy of the EMD paid in the form of BG.

8.1.6 Bidder's authorised signatory

- a) In case of Single bidder, the bidder is required to insert the scanned copy of board resolution.
- b) In case of the bidder consortium, the scanned copy of board resolution from the lead bidder and the scanned copy of the board resolution from each consortium member on stamp paper is required which will be signed by the lead bidder on their behalf.

8.1.7 Bidder's Firm Details

(To be printed on the Lead bidder's company letter head)

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

8.1.7.1 Bidder / Lead bidder (In case of consortium) Information

Table 41 - Bidder /Lead bidder (in case of consortium) information

#	Information	Details												
1.	Name of Lead Bidder													
2.	Address of responding bidder													
3.	Contact Person													
4.	Name, Designation, Address, Mobile no, Fax number and E-mail address of the Authorised Signatory													
5.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)													
6.	Company Registration													
7.	Date of Registration													
8.	Nature of Business (No of years in IT)													
9.	PAN Number (with supporting document)													
10.	GST Number (with supporting document)													
11.	SEI CMMI Certification (Attach Certification)													
12.	Turnover details of bidder	<table> <tr> <th>#</th><th>Year</th><th>Turnover (in INR Cr.)</th></tr> <tr> <td>1</td><td>FY 20-21</td><td></td></tr> <tr> <td>2</td><td>FY 19-20</td><td></td></tr> <tr> <td>3</td><td>FY 18-19</td><td></td></tr> </table>	#	Year	Turnover (in INR Cr.)	1	FY 20-21		2	FY 19-20		3	FY 18-19	
#	Year	Turnover (in INR Cr.)												
1	FY 20-21													
2	FY 19-20													
3	FY 18-19													
13.	Statutory Certificate (Please specify the document submitted to verify point 12)													

Table 42 Bidder consortium details

Name of the firm	Role	Scope of firm	Scope of responsibility as % of total value of bid	Combined Net worth (lead bidder + consortium member)	Combined turnover (lead bidder + consortium member)
	Lead bidder		50%		
	Consortium member		50%		
Total			100%		

8.1.7.1.1 Certificate of Company Incorporation/Registration

The bidder is required to incorporate here the scanned copy of the certificate for company incorporation or registration or LLP firm registration, as applicable.

8.1.7.1.2 Certificate of GST

The bidder/Lead bidder is required to submit the scanned copy of certificate of GST filing for FY 20-21 and FY 21-22.

8.1.7.1.3 PAN Card

The bidder/Lead bidder is required to submit the scanned copy of PAN card w.r.t to company registration.

8.1.7.1.4 Net worth

The bidder/Lead bidder is required to submit the scanned copy of Certificate from the Statutory Auditor clearly stating the net worth

8.1.7.1.5 Statutory certificates

The bidder/ Lead bidder is required to submit the scanned copy of audited balance sheets and P/L account statements for verification

8.1.7.2 Consortium Details (if applicable)

8.1.7.2.1 Consortium member(s) details

Note: if there are more than 1 consortium member then bidder shall provide below information from 8.1.7.2.1.1 to 8.1.7.2.1.4 separately for each of the consortium member.

8.1.7.2.1.1 Consortium member firm details

Table 43 - Consortium member's information

#	Information	Details
1.	Name of consortium Partner	
2.	Address of consortium Partner	
3.	Contact Person	

#	Information	Details												
4.	Name, Designation, Address, Mobile no, Fax number and E-mail address of the Authorised Signatory													
5.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)													
6.	Company Registration													
7.	Date of Registration													
8.	Nature of Business (No of years in IT)													
9.	PAN Number (with supporting document)													
10.	GST Number (with supporting document)													
11.	SEI CMMI Certification													
12.	Turnover details of consortium Partner	<table border="1"> <thead> <tr> <th>#</th> <th>Year</th> <th>Turnover (in INR Cr.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>FY 20-21</td> <td></td> </tr> <tr> <td>2</td> <td>FY 19-20</td> <td></td> </tr> <tr> <td>3</td> <td>FY 18-19</td> <td></td> </tr> </tbody> </table>	#	Year	Turnover (in INR Cr.)	1	FY 20-21		2	FY 19-20		3	FY 18-19	
#	Year	Turnover (in INR Cr.)												
1	FY 20-21													
2	FY 19-20													
3	FY 18-19													
13.	Statutory Certificate (Please specify the document submitted to verify point 12)													

Thanking You,

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.1.7.2.1.2 Certificate of Company Incorporation/Registration

The Consortium partner is required to incorporate here the scanned copy of the certificate for company incorporation or registration or LLP firm registration, as applicable.

8.1.7.2.1.3 Certificate of GST

The consortium partner is required to submit the scanned copy of certificate of GST filing for FY 20-21 and FY 21-22.

8.1.7.2.1.4 PAN Card

The consortium partner is required to submit copy of PAN card w.r.t to company registration.

8.1.7.2.1.5 Net worth

The consortium partner is required to submit the scanned copy of Certificate from the Statutory Auditor clearly stating the net worth

8.1.7.2.1.6 Statutory Certificates

The consortium partner is required to submit the scanned copy audited balance sheets and P/L account statements for verification

8.1.7.2.2 Combined turnover

#	Financial Year (FY)	Bidder / Lead bidder	Consortium member 1	Repeat column in case of more than one consortium member
1	2020-2021			
2	2019 - 2020			
3	2018 - 2019			
4	Total (1+2+3)			
5	Grand Total			

8.1.7.2.3 Combined net worth

#	Financial Year (FY)	Bidder / Lead bidder	Consortium member 1	Repeat column in case of more than one consortium member
1	2020-2021			
2	2019 - 2020			
3	2018 - 2019			
4	Total (1+2+3)			
5	Grand Total			

8.1.8 Consortium agreement

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at} (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at} and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) The Principal Secretary represented by the Maharashtra Legislature Secretariat, ***** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the "**Authority**"), having its principal office at "Maharashtra Legislature Secretariate, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, Maharashtra, India" is engaged in the design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat, and as part of this endeavor, has invited Bids (the "**Bids**") by its Request for Proposal No. dated(the "**RFP**") for award of contract for Selection of Managed Service Provider (MSP) for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat (the "**Project**") through Agreement Contract conditions
- (B) 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
- (C) It is a necessary condition under the RFP document that the members of the {consortium} shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. {Consortium}

- (a) The Parties do hereby irrevocably constitute a consortium (the “{consortium}”) for the purposes of jointly participating in the Bidding Process for the Project.
- (b) 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.

3. Covenants

The Parties hereby undertake that in the event the {consortium} is declared the Selected bidder and awarded the Project, it shall enter into an Agreement Contract with the Authority for performing all its obligations as the Contractor in terms of the Agreement contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) 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 for performing all its obligations as the Contractor in terms of the Agreement Contract for the Project.
- (b) Party of the Second Part shall be {the member of the consortium}; and
- (c) Party of the Third Part shall be {the member of the consortium}

5. 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 and the Agreement Contract, till such time as the completion of the Project is achieved under and in accordance with the Agreement Contract.

6. Share of work in the Project

The Parties agree that the proportion of Scope of Work as per the Agreement Contract to be allocated among the members shall be as follows:

First Party:

{Second Party:}

{Third Party:}

Further, the lead member shall itself undertake and perform at least 50 (Fifty) per cent of the value of the project contract if the Contract is allocated to the {consortium}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) 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.
- b) 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 favour 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:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, 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
 - (v) 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 to prevent such Party from fulfilling its obligations under this Agreement.
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {consortium} However, in case the {consortium} is either not pre-qualified 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.

9. Miscellaneous

- (a) This Consortium Agreement shall be governed by laws of {India}.
- (b) 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

For and on behalf of

Lead member by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

1.....

2.....

3.....

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {consortium} Member.
3. For a Consortium 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.

8.1.9 Subcontractor Details

In this section the bidder is required to provide the details of the activities that it proposes to subcontract. I/we confirm that the Information submitted below is true and I/we am/are aware that submitting false information will lead to rejection of our bid and MLS reserves rights to take appropriate actions in this regard.

Table 44 - Sub-contractor details

#	Information	Details																
1.	Name of Subcontractor																	
2.	Address of subcontractor																	
3.	Contact Person																	
4.	Name, Designation, Address, Mobile no, Fax number and E-mail address of the Authorised Signatory																	
5.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)																	
6.	Company Registration																	
7.	Date of Registration																	
8.	Nature of Business (No of years in IT)																	
9.	PAN Number (with supporting document)																	
10.	GST Number (with supporting document)																	
11.	SEI CMMI Certification (Attach Certification)																	
12.	Turnover details of bidder	<table><tr><th>#</th><th>Year</th><th>Turnover (in INR Cr.)</th><th>Net worth (in INR cr)</th></tr><tr><td>1</td><td>FY 20-21</td><td></td><td></td></tr><tr><td>2</td><td>FY 19-20</td><td></td><td></td></tr><tr><td>3</td><td>FY 18-19</td><td></td><td></td></tr></table>	#	Year	Turnover (in INR Cr.)	Net worth (in INR cr)	1	FY 20-21			2	FY 19-20			3	FY 18-19		
#	Year	Turnover (in INR Cr.)	Net worth (in INR cr)															
1	FY 20-21																	
2	FY 19-20																	
3	FY 18-19																	

Table 45 - Sub-contractor scope summary

#	Name of Sub-Contractor	High level scope of sub-contractor	% Value of sub-contracted work as a % of total value of Bid
Total % sub-contracted value			

(Sign & Stamped by authorized signatory of Lead Bidder)

Name & Designation:

Enclosure:

Please provide following documents along with this form for sub-contractor

#	Information	Document Submitted (Y/N)
1	Copy of Agency registration	
2	GST Registration Certificate	

Note: - If any of the credentials of sub-contractor are used please provide registration, Pan and GST.

8.1.10 Technical capability – Software development and maintenance

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

8.1.10.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.1.10.2 Detailed credential format

8.1.10.2.1 Credential 1

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	

#	Item	Details
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached	
	<i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.1.10.2.1.1 Copy of work order

The bidder will have to submit the scanned copy of work order for the projects mentioned in 8.1.1.10.2.1

8.1.10.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit the scanned copy of completion certificate or partial completion certificate given by the client for projects mentioned in 8.1.1.10.2.1

8.1.10.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder must submit scanned copy of documents verified by an independent auditor related to the value of projects completed

8.1.10.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.1.3 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section

8.1.11 Technical capability – Data digitisation

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

8.1.11.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.1.11.2 Detailed credential format

8.1.11.2.1 Credential 1

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	

#	Item	Details
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached	
	<i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.1.11.2.1.1 Copy of work order

The bidder will have to submit the scanned copy of work order for the projects mentioned in 8.1.1.2.1.

8.1.11.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit the scanned copy of completion certificate or partial completion certificate given by the client for projects mentioned in 8.1.1.2.1.

8.1.11.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder must submit scanned copy of documents verified by an independent auditor related to the value of projects completed.

8.1.11.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.1.3 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section.

8.1.12 Technical capability – IT Infrastructure

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

8.1.12.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.1.12.2 Detailed credential format

8.1.12.2.1 Credential 1

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	

#	Item	Details
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached	
	<i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.1.12.2.1.1 Copy of work order

The bidder will have to submit the scanned copy of work order for the projects mentioned in 8.1.2.2.1.

8.1.12.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit scanned copies of project completion / partial completion certificate given by the client as mentioned in 8.1.2.2.1.

8.1.12.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder must submit scanned copy of documents verified by an independent auditor related to the value of projects completed

8.1.12.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.1.3 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section

8.1.13 Authorization Letter from Sub-contractor

(To be submitted on letterhead of sub-contractor for each sub-contractor in case of association with lead bidder/consortium)

Date: dd/mm/yyyy

To
Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan,
Backbay Reclamation, Vidhan Bhavan Marg,
Mumbai – 400032

Sub : Authorization for using credentials of Sub-contractors by Lead bidder

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

Sir,

This is to certify that **<Insert complete legal name of the Sub-contractor>**, will be participating in the said project as Sub-contractor. The details of the activities to be performed as part of overall scope of work is as follows:

#	Activity to be performed

I/We authorize the lead bidder to use our credentials for this project.

#	Name of Sub-Contractor	No of credentials

For and on behalf of:

<Insert Sub-contractor's company name>

<Signed and Sealed>

<Name of Authorized Signatory>

<Designation>

<Contact Details>

Cc: MSP's corporate name & Address

Note: This letter of authority should be signed by a person competent and having the power of attorney to bind the Sub-contractor. The bidder in its Bid should include it.

8.1.14 Details of requisite manpower available with the bidder

(To be submitted on the Letterhead of the bidder)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Ref No: 336xxx

Subject: Details of Technical Manpower with << Bidder's name>> for support regarding Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat

Dear Sir,

We hereby declare that we have more than 50 full time employees of << Bidder's name>> and meet the minimum qualification & experience requirements as specified in the RFP:

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.1.15 Undertaking of Non-Debarment/Blacklisting

(To be submitted on letterhead of bidder /letter head of each member in case of consortium and letterhead of sub-contractor in case of association with sub-contractors)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

We confirm that our company << Name of Company >> as on date of submission of the bid for "Selection of Managed Service Provider (MSP) for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML multilingual based search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat" has not been blacklisted by the Central Government / any State Government/ any Government agency/ any PSU entity in India.

In the event of any deviation from the information/ declaration, Maharashtra Legislature Secretariat reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance bid security, as applicable.

(Name and Designation of HR Head of bidder)

Name:

Designation:

Seal (Of Lead bidder in case of Consortium):

Date:

Place:

Business Address:

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of Lead bidder in case of Consortium):

Date:

Place:

Business Address:

8.1.16 Industry certificates

8.1.16.1 CMMI Certificate

The bidder will have to submit the scanned copy of the said certificate.

8.1.16.2 ISO 27001

The bidder will have to submit the scanned copy of the said certificate.

8.1.16.3 ISO 9000/9001

The bidder will have to submit the scanned copy of the said certificate.

8.1.16.4 ISO/IEC 20000

The bidder will have to submit the scanned copy of the said certificate.

8.1.17 Integrity pact – (Only Applicable to Lead Bidder)

INTEGRITY PACT

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on one hand, the Principal Secretary (Maharashtra Legislature Secretariat)(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by _____, Authorized Signatory (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Managed Service Provider (MSP) for implementation and operations management of Project Insight and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration,

gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any BIDDER which could afford an advantage to that BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, Technical Bids, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

- i. "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.
- ii. "officers/employee of the BUYER" means only those persons who are involved in the bid process / Project.
- iii. "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 The EMD of Rs. deposited along with the Bid shall remain valid till the submission of performance guarantee by the BIDDER.
- 5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.3 Within 45 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security/Guarantee equal to 5% of the value of contract from a Nationalized / Scheduled Bank in accordance with the Master Service Agreement, in the proforma prescribed in this RFP.
- 5.4 Performance Security/Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations including warranty obligations.
- 5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money and Performance Security/Guarantee for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security/Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require assigning any reason, therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that under similar buying conditions, it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India / Government of Maharashtra or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India/Government of Maharashtra or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and

the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 Shri <Name> has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the Maharashtra Legislature Secretariat (MLS). His contact details are as under:

<Name>

<Address>

<Contact details>

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between

the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit bids for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Mumbai.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to a period of one year from expiring of project contract /MSA period of the Project and any extended period notified by MLS.
- 12.2 The complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER	BIDDER
Name of Officer	Authorized Signatory
Designation	Designation
Department/Ministry/PSU	Bidder Name

WITNESS	WITNESS
1.	1.
2.	2.

8.1.18 Undertaking- No Conflict of Interest

(To be submitted on Letter head of bidder)

Location, Date

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Dear Sir,

We, the undersigned bidders, do hereby confirm that we are not involved in any conflict-of-interest situation with one or more parties in this bidding process, including but not limited to:

- a) Receive or have received any direct or indirect subsidy from any of them; or
- b) Have common controlling shareholders; or
- c) Have the same legal representative for purposes of this Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or
- e) Influence the decisions of Maharashtra Legislature Secretariat regarding this bidding process; or
- f) Bidder participates in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
- g) Bidder participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- h) Bidder gets associated as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process.

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.1.19 Power of Attorney

Know by all men by these presents, We _____ (Name of the bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / MS _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____

as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the **“design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat”**, including signing and submission of all documents and providing information / responses to the MLS, representing us in all matters before MLS, and generally dealing with the MLS in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- a. 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.
- b. The Power of Attorney shall be provided on INR100/- stamp paper.
- c. The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the bidder authorizing the person who is issuing this power of attorney on behalf of the bidder.

8.1.20 Non-disclosure agreement

FORM OF NON-DISCLOSURE AGREEMENT:

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the day of the month of, 2021, between **THE PRINCIPAL SECRETARY, MAHARASHTRA LEGISLATURE SECRETARIAT, VIDHAN BHAVAN**, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400 032, (hereinafter called the "DISCLOSING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S (Hereinafter called the "RECEIVING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorised representatives and permitted assignees, of the other part

WHEREAS the DISCLOSING PARTY invited tenders for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat (hereinafter called the "Services") and whereas the said RECEIVING PARTY, having represented to the Employer that it has the required professional skills, and personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and in connection with the execution of the said work, confidential information of the DISCLOSING PARTY may become available to the RECEIVING PARTY.

WHEREAS, the DISCLOSING PARTY desires to prevent the unauthorized use and disclosure of its confidential information and the RECEIVING PARTY agrees to prevent such unauthorized use.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, both the parties agree as follows:

- I. **"Confidential Information":** For purposes of this Agreement, Confidential Information shall mean information relating to residents and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the execution of the work, which is not generally available to the public.
- II. **Non-disclosure Obligations:** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- a. to protect and safeguard the confidential information against unauthorized use, publication or disclosure.
 - b. not to use any of the confidential information except for the execution of the work.
 - c. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer, or otherwise use any of the confidential information.
 - d. to restrict access to the confidential information to those of its officers, directors, and employees who clearly need such access to carry out the work.
 - e. to advise each of the persons to whom it provides access to any of the confidential information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the disclosing party, any of the confidential information, and, upon request of the disclosing party, to provide the disclosing party with a copy of a written agreement to that effect signed by such persons.
 - f. to comply with any other reasonable security measures requested in writing by the disclosing party.
 - g. to refrain from directly contacting or communicating by whatsoever means to the source(s) of information.
 - h. to undertake not to disclose any names and their particulars to third parties.
- III. **Return of Confidential Information:** The Receiving Party agrees, upon termination of the Services or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the confidential information.
- IV. **No Right to Confidential Information:** The receiving party hereby agrees and acknowledges that no permission, either express or implied, is hereby granted to the receiving party by the other Party to use any of the confidential information.
- V. **Losses:** The Receiving Party agrees to indemnify the other Party against all losses, damages, claims, or expenses incurred or suffered by the other Party because of the Receiving Party's breach of this Agreement.
- VI. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

- VII. **Term and Termination:** This Agreement shall commence on the date first written above. the receiving party's right to use the confidential information in connection with the execution of work shall continue in effect until the period of one year from the date above or the other party provides the receiving party with written notice of termination of such right, whichever is earlier.
- VIII. **Remedies:** The receiving party understands and acknowledges that any disclosure or misappropriation of any of the confidential information in violation of this agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party shall be in addition to remedies otherwise available to the disclosing party at law or in equity.
- IX. **Entire Agreement:** This Agreement embodies the entire understanding between the parties respecting the subject matter of this agreement and supersedes all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this agreement. This agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this agreement be found unenforceable, the remainder shall still be in effect.
- X. **No Waiver:** The failure of either party to require performance by the other party of any provision of this agreement shall in no way effect the full right to require such performance at any time thereafter.
- XI. **Successors and Assigns:** neither shall any party have any right to assign its rights under this agreement, whether expressly or by operation of law, without the written consent of the other party. This agreement and the party's obligations hereunder shall be binding on their representatives, permitted assigns, and successors of the parties and shall ensure to the benefit of representatives, assigns and successors of the parties.
- XII. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India.
- XIII. **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XIV. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XV. **Legal Address of the Parties:**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

Signed, Sealed and Delivered for and on behalf of M/s.	Signed, Sealed and Delivered for and on behalf of Maharashtra Legislature Secretariat, Vidhan Bhavan Mumbai
Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

In the presence of:

Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

8.1.21 Annexures

8.1.21.1 Copy of audited balance sheet for all bidders

The lead bidder and all partners (in case of consortium) must submit the scanned copies of audited balance sheets for FY 18-19, FY19-20 and 20-21.

8.1.21.2 Copy of audited profit and loss sheet for all bidders

The lead bidder and all partners (in case of consortium) must submit the scanned copies of audited Profit and loss statements for FY 18-19, FY19-20 and 20-21.

8.2 TECHNICAL BID FORMAT

8.2.1 Bidder information

Table 46 - Bidder information

Information	Details	Response
Bid submitted by	Single Bidder / Consortium	
Bidder Name	Single Bidder / Consortium (Lead Bidder)	
Authorized Signatory	Name, Designation, Company Name, Address, Email id, Mobile no	
Contact person 1	Same info as above	
Contact person 2	Same info as above	

8.2.2 Technical Bid Covering Letter

(To be submitted on the Letterhead of the bidder)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Ref No: xxxxx

Subject: Submission of bid for Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat

We, the undersigned, offer to be the Managed Service Provider to Maharashtra Legislature Secretariat about your Request for Proposal dated MM-DD-YYYY and our Bid. We are hereby submitting our Bid, which includes Pre-qualification bid, Technical Bid and the Commercial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

(Name of Designation of authorized signatory of bidder)

Name:

Designation:

Seal (Of lead bidder in case of consortium):

Date:

Place:

8.2.3 Technical Bid Evaluation Checklist

Table 47 - Technical evaluation criteria checklist

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
TQ1	Company profile (5 marks)				
TQ1.A	Industry Standard Certification CMMI certification for software services or development organizations		Copy of Certificate with sign and stamp		
TQ2	Relevant Experience (25 marks)				
TQ2.A	Experience in development, implementation and maintenance of large-scale application or portal including workflow-based IT applications or integrated system or AI, BI based analytical system or portal of comparable scope and magnitude during the last seven (7) years from the date of submission of bid. Value of project (completed or phase		1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or		

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	completed) to be at least of 4 crores (excluding the cost of procurement, deployment, and maintenance of infrastructure).		self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
TQ2.B	Experience in documents digitization of at least 4 lakh pages per project during the last seven (7) years from the date of submission of bid.		1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
TQ2.C	Experience in IT projects including Data Centre or Disaster Recovery Centre		1) Copy of work order and		

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	with facility management services of comparable scope and magnitude during the last seven (7) years from the date of submission of bid. Value of project (completed or phase completed) is to be at least of 9 crores.		2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
TQ2.D	Experience in IT/ICT projects (completed or phase completed) including setting up Local Area Network (LAN) or Wide Area Network (WAN) or Surveillance network with more than 1000 network nodes per project during the last		1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed		

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	seven (7) years from the date of submission of bid.		with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		
TQ2.E	Experience in System Integration project in government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India – to include any category from the following categories during the last seven (7) years from the date of submission of bid. Value of project (completed or phase completed) to be at least of 10 crores. Categories: g) Software development and maintenance		1) Copy of work order and 2) Completion certificate(s) from the client (Completed or phase completed) or Self-Certificate of Completion (Completed or phase completed) and 3) Certification by Statutory Auditor or independent auditor (Completed or phase completed with Value & other relevant parameters) Note:- Copy of work order or contract agreement or client certificate or self-certificate or auditor certificate /statements should clearly mention the scope, project value and other relevant particulars for evaluation.		

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	h) Digitalization of documents i) Infrastructure procurement, deployment & maintenance j) Operations management k) Helpdesk support l) Data Centre/DR hosting				
TQ3	Proposed solution, approach & methodology and work plan assessment (15 marks)				
TQ3.A	Software Development - Proposed Solution Design, Development, Its Architecture & deployment (Including but not limited to the aspects of solution design, open-source technology, open-source database, its architecture, development, and its implementation etc.)				

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
TQ3.B	Data digitalization – Proposed Solution Design, Development, Its Architecture & deployment (Including but not limited to the aspects of solution design, open-source technology, open-source database, its architecture, development, and its implementation etc.)				
TQ3.C	IT Infrastructure Proposed Solution design, supply, installation, Architecture diagram & deployment and others				
TQ3.D	Networking (LAN & FTTP) Proposed Solution design, supply, installation, Architecture diagram & deployment and others				
TQ3.E	Operations & Maintenance (O&M) (Including but not limited to the aspects of Operations & Maintenance Plan with call centre setup & support and Exit management plan,				

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	training & capacity building approach & plan, change management plan, handholding support for users, digitization of records and drafting specifications for IT infrastructure for hosting proposed application)				
TQ3.F	Project Management, work plan and other related activities				
TQ4	Presentation (15 marks)				
TQ4.A	Presentation to be made by bidder to MLS				
TQ5	Demo or Proof of concept (15 marks)				
TQ5.A	Demo or Proof of concept of similar solution having search engine by bidder to MLS Refer Annexure 3 of this RFP document for the reference documents which are to be used for				

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
	making the proof of concept.				
TQ6	Manpower Resource Profiles (25 Marks) (Key resources* to be deployed fulltime at MLS's office during tenure of project) as per the minimum qualification criteria mentioned in section 2.11.1 of this RFP.				
TQ6.A	Program Manager		CV (sample format is provided in section 8.2.9.2 of this RFP)		
TQ6.B	Project Manager – Software		CV (sample format is provided in section 8.2.9.3 of this RFP)		
TQ6.C	Project Manager - Infrastructure & Networks		CV (sample format is provided in section 8.2.9.4 of this RFP)		
TQ6.D	Project manager - Digitalization		CV (sample format is provided in section 8.2.9.5 of this RFP)		
TQ6.E	Domain expert - Legislature		CV (sample format is provided in section 8.2.9.6 of this RFP)		

#	Particulars	Response	Supporting Documents Required	Document Submitted (Yes / No)	Page No
TQ6.F	Solution architect		CV (sample format is provided in section 8.2.9.7 of this RFP)		
TQ6.G	Database expert		CV (sample format is provided in section 8.2.9.8 of this RFP)		
TQ6.H	Operations manager		CV (sample format is provided in section 8.2.9.9 of this RFP)		
TQ6.I	Business analyst		CV (sample format is provided in section 8.2.9.10 of this RFP)		
TQ6.J	Artificial intelligence (AI) / Machine Learning (ML) expert		CV (sample format is provided in section 8.2.9.11 of this RFP)		
TQ6.K	Security architect		CV (sample format is provided in section 8.2.9.12 of this RFP)		

8.2.4 Turnover – Single Bidder / Consortium bidder

Table 48 - Turnover - single bidder / consortium bidder

#	Year	Turnover (in INR Cr.)
1	FY 20-21	
2	FY 19-20	
3	FY 18-19	

8.2.5 Technical capability – Software development and maintenance

8.2.5.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.2.5.2 Detailed credential format

8.2.5.2.1 Credential 1

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	

#	Item	Details
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached	
	<i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along</i>	

#	Item	Details
		<i>with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>

8.2.5.2.1.1 Copy of work order

The bidder will have to submit the scanned copies of the work order for the projects mentioned in 8.2.5.2.1

8.2.5.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit the scanned copies of completion/partial completion certificate from clients for projects mentioned in 8.2.5.2.1

8.2.5.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder will have to submit the scanned copies of statutory or independent auditor certificate to verify project completion status

8.2.5.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.2.8.2.2.5 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section.

8.2.6 Technical capability – Data digitisation

8.2.6.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.2.6.2 Detailed credential format

8.2.6.2.1 Credential 1

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	

#	Item	Details
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached <i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.2.6.2.1.1 Copy of work order

The bidder will have to submit the scanned copies work order for projects mentioned in 8.2.6.2.1

8.2.6.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit scanned copies of completion certificate or partial completion certificate from client for the projects mentioned in 8.2.6.2.1

8.2.6.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder will have to submit the scanned copies of statutory or independent auditor certificate to verify project completion status

8.2.6.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.2.8.2.2.5 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section.

8.2.7 Technical capability – IT Infrastructure

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

8.2.7.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.2.7.2 Detailed credential format

8.2.7.2.1 Credential 1

#	Item	Details
20.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
21.	Name of Bidder/Consortium member/Sub contractor	
22.	Assignment Name	
23.	Name of Client	
24.	Country	

#	Item	Details
25.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
26.	Approximate Value of the Contract (in INR Crores)	
27.	Relevant Value of the Contract (in INR Crores)	
28.	Duration of Assignment (months)	
29.	Contract Award Date (month/year)	
30.	Copy of Work order	
31.	Contract Completion Date (month/year)	
32.	Current Status (Work In progress, Completed)	
33.	Client completion certificate or partial stage completion certificate	
34.	Authorization letter from Sub-contractor	
35.	Number of staff deployed on the assignment	
36.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
37.	Details of Work that defines the scope relevant to the requirement	
38.	Type of Documentary evidence attached <i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.2.7.2.1.1 Copy of work order

The bidder will have to submit the scanned copy of work order for the projects mentioned in 8.1.2.2.1.

8.2.7.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit scanned copies of project completion / partial completion certificate given by the client as mentioned in 8.1.2.2.1.

8.2.7.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder must submit scanned copy of documents verified by an independent auditor related to the value of projects completed

8.2.7.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.1.3 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section.

8.2.8 Technical capability – Government projects

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

8.2.8.1 Summary table

#	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yyyy)	Documents submitted

8.2.8.2 Detailed credential format

8.2.8.2.1 Credential 1

#	Item	Details
39.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
40.	Name of Bidder/Consortium member/Sub contractor	
41.	Assignment Name	
42.	Name of Client	
43.	Country	

#	Item	Details
44.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
45.	Approximate Value of the Contract (in INR Crores)	
46.	Relevant Value of the Contract (in INR Crores)	
47.	Duration of Assignment (months)	
48.	Contract Award Date (month/year)	
49.	Copy of Work order	
50.	Contract Completion Date (month/year)	
51.	Current Status (Work In progress, Completed)	
52.	Client completion certificate or partial stage completion certificate	
53.	Authorization letter from Sub-contractor	
54.	Number of staff deployed on the assignment	
55.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
56.	Details of Work that defines the scope relevant to the requirement	
57.	Type of Documentary evidence attached <i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.2.8.2.1.1 Copy of work order

The bidder will have to submit the scanned copy of work order for the projects mentioned in 8.1.2.2.1.

8.2.8.2.1.2 Client completion certificate or partial completion certificate

The bidder will have to submit scanned copies of project completion / partial completion certificate given by the client as mentioned in 8.1.2.2.1.

8.2.8.2.1.3 Certification by statutory or independent auditor on project completion value

The bidder must submit scanned copy of documents verified by an independent auditor related to the value of projects completed

8.2.8.2.1.4 Authorization letter from sub-contractor

The bidder must submit scanned copy of Authorization letter from Sub-contractor as specified in 8.1.3 if sub-contractor's credentials used by bidder.

Note: In case of more citations, please repeat the above section.

8.2.9 Proposed Manpower Details

8.2.9.1 Proposed manpower summary

#	Position	Name	Educational qualification	Certifications	Year of relevant project experience	Project name
						Project Name/Client/Start date / end date

8.2.9.2 Detailed CV 1 – Program manager

8.2.9.2.1 Detailed CV

#	Details		Response	
1.	Proposed Position & Skill Set			
2.	Personnel Name (provide full name)			
3.	Specify role to be played in the project			
4.	Name of Organization			
5.	Number of years with the Current Organization			
6.	Total Experience (in Years)			
7.	Relevant Experience (in Years)			
8.	Relevant experience details (Details of Platforms, systems, applications worked on/development carried out/Management experience/etc.)			
9.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
	Name of Organization	From	To	Designation/ Responsibilities
9.1.				
9.2.				
10.	Summarized professional experience (Relevant to the Current Project) in reverse chronological order			

#	Details		Response	
	From	To	Company/Project/Position/Relevant Functional, Technical and Managerial experience	
10.1.				
10.2.				
11.	Educational Background, Training/Certification including institutions, % of marks, specialization areas etc.			
	Degree	Year of Award of Degree	University	% of marks
11.1.				
11.2.				

8.2.9.2.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.2.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.2.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.2.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.3 Detailed CV 2 – Project manager (software)

8.2.9.3.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1.

8.2.9.3.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.3.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.3.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.3.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.4 Detailed CV 3 – Program manager (infrastructure and networks)

8.2.9.4.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.4.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.4.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.4.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.4.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.5 Detailed CV 4 – Program manager (Digitalization)

8.2.9.5.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.5.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.5.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.5.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.5.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.6 Detailed CV 5 – Legislature expert

8.2.9.6.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.6.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.6.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.6.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.6.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.7 Detailed CV 6 – Solution architect

8.2.9.7.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.7.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.7.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.7.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.7.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.8 Detailed CV 7 – Database expert

8.2.9.8.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.8.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.8.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.8.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.8.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.9 Detailed CV 8 – Operations manager

8.2.9.9.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.9.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.9.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.9.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.9.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.10 Detailed CV 9 – Business analyst

8.2.9.10.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.10.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.10.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.10.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.10.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.11 Detailed CV 10 – AI/ML expert

8.2.9.11.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.11.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.11.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.11.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.11.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.9.12 Detailed CV 11 – Security architect

8.2.9.12.1 Detailed CV

Please provide the CV as per the format provided in Section 8.2.9.2.1

8.2.9.12.2 Educational certificates

The bidder will have to submit the scanned copies of educational certificates of this proposed resource.

8.2.9.12.3 Employment experience certificates

The bidder will have to submit the scanned copies of previous employment experience certificates of this proposed resource.

8.2.9.12.4 Certification

The bidder will have to submit the scanned copies of certifications (if any) done by this proposed resource.

8.2.9.12.5 Letter of association

The bidder will have to submit the scanned copies of letter of association if this proposed resource is not on the bidder's payroll.

8.2.10 Project Approach & Methodology

8.2.10.1 Understanding of the project

The bidder is required to submit the overall understanding of the project.

8.2.10.2 Overall approach

- a. Application design, development, and implementation
- b. Scanning and Digitalization strategy and platform
- c. IT infrastructure procurement, supply, installation, and bandwidth for the project
- d. Upgradation of library and other facility management
- e. Helpdesk setup and operations, commissioning, and implementation approach
- f. Training & capacity building approach
- g. Operation & maintenance plan of overall solution
- h. SLA compliance
- i. Non-functional requirements
- j. Compliance to Standards
- k. Integration approach

8.2.10.3 Implementation methodology

- a. Project implementation strategy/methodology
- b. Strength of the bidder to provide services including examples or case-studies of similar work

8.2.10.4 Project Organization and Management Plan

The bidder will have to submit the overall Project organization and Management plan

8.2.10.5 Project Monitoring and Communication Plan

The bidder will have to submit the overall Project monitoring and communication plan

8.2.10.6 Support methodology including service desk

The bidder will have to submit overall support methodology including service desk

8.2.10.7 Project implementation plan

A work schedule plan covering break-up of each phase into the key activities, along with the start and end dates should be provided as per format given below.

#	Activity	Months													
1.		1	2	3	4	5	6	7	8	9	10	11	12	N	
2.															
3.															
4.															
5.															
6.															
7.	<Add more rows>														

8.2.10.8 Resource deployment plan

Before Go-Live (Implementation)

#	Role	Months					Total Staff person-month proposed	Distribution of Total	
		1	2	3	...	n	Total	Onsite	Offshore
1.	Program manager								
2.	Project manager - Software								
3.	Project Manager - Infrastructure & Networks								
4.	Project manager - Digitalization								
5.	Domain expert - Legislative								

6.	Solution architect								
7.	Database expert								
8.	Operations manager								
9.	Business analyst								
10.	Artificial intelligence (AI) / Machine Learning (ML) expert								
11.	Security architect								
12.									
13.									
14.	<Add more rows>								

After Go-Live (Support – IT Helpdesk, Application support, infra support)

#	Role	Months					Total Staff person-month proposed	
		1	2	3	...	n	Total	
1.								
2.								
3.								
4.								
5.								
6.								
7.	<Add more rows>							

8.2.10.9 Risk management & risk mitigation plan

The bidder will have to submit Risk management and risk mitigation plan for overall project

8.2.10.10 Quality control plan

The bidder will have to submit quality control plan for overall project

8.2.10.11 Escalation matrix during contract period

The bidder will have to submit escalation matrix for the project for entire duration of contract

8.2.10.12 Exit management plan

The bidder will have to submit exit management plan in case of partial or full completion of project

8.2.10.13 Proposed solution summary (for all software components)

#	Software	Type of software (Bespoke / COTS / Customized COTS)	Version of the software (if applicable)	License type (Public domain license or proprietary)	License validity (Perpetual or definite)	Number of license users (Unlimited or definite number)
1	Software development					
1.1						
1.2	Please add rows as					
2	Data digitization					
2.1						
2.2						
3	DC, DR Software					
3.1						
3.2						
4	Network software					
4.1						
4.2						
5	Project management					
6	Helpdesk					

Note:

The software proposed for the "Software development and maintenance" component should be having perpetual license and for unlimited number of users.

8.2.10.13.1 Key software development components only (if COTS product then OEM authorization letter of COTS product)

The bidder will have to submit the authorization letter from OEM if COTS solution is being provided for the proposed project

8.2.10.13.2 Authorization letter for COTS product (if applicable)

Date: dd/mm/yyyy

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Sub : Supply of COTS solution/product for “MLS Information Portal and Digitalization System” for MLS

Ref : Bid No: <No>

Dated <DD/MM/YYYY>

Sir,

This is to certify that **<Insert complete legal name of the bidder>**; I/we am/are the Original Equipment Manufacturers (“OEM”) in respect of the products listed below (“Products”). I/We confirm the Products listed herein have not been announced as End-of-Life or End-of-Sale.

We confirm that our firm/company <> takes full responsibility for providing complete technical support for all aspects of project implementation, solution maintenance and support during entire period of Project including extended period if any as stated in RFP. We through this undertaking shall signify and vetting of the COTS solution <product name>/Hardware <product name> as proposed and implemented by bidder.

We assure you that in the event of MSP, not being able to fulfil its obligation as our representative in respect of applicable standard warranty terms we would continue to meet our warranty terms for the entire term of the MSP agreement with MLS, as signed at the start of the project, through appropriate alternate arrangement(s) through our support mechanism in India.

We confirm that our firm/company <> have support mechanism in India, directly through our support office in India or through our authorized channel partners in India. By using this we will provide support during entire period of Project including extended period if any, as stated in RFP. This would be in addition to web support or remote support.

This authorization letter is applicable against the Products listed below:

#	Product Name
1.	
2.	
3.	

For and on behalf of <Insert OEM's company name>

<Signed and Sealed>

<Name of Authorized Signatory>

<Designation>

<Contact Details>

Cc: Lead bidder corporate name & Address

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The bidder in its Bid should include it.

8.2.10.13.3 Installation certificate of COTS product (if applicable)

The bidder will have to submit the scanned copies of installation certificate of COTS solution /Products implemented in India (At least 5 evidence)

8.2.10.13.4 Bill of Material (BOM) Compliance sheet

< provide MAF for each hardware ITEM – Amit to give which items required this>

8.2.10.13.5 Declaration of Data Security

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Dear Sir,

We..... who are established and reputable bidder having office at..... do hereby certify that MLS shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the MLS's premises on any media. The original input data supplied to us by MLS and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of MLS. We shall abide by all security and general instructions issued by MLS from time to time.

We also agree that any data from our computer system will be deleted in the presence of MLS official after completion of the project task.

Thanking you,

Yours faithfully,

8.2.10.13.6 No deviation certificate

This is to certify that our offer is exactly in line with your RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, IT Infrastructure Software/Hardware Specification, Technical Requirements Specification, Non-IT Infrastructure, and others) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal (Of lead bidder in case of consortium):

Date:

Other sections/sub-sections as seems relevant/fit by bidders

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

Using the format below, provide information on each reference assignment against pre-qualification and technical qualification criteria for which your firm/entity was legally contracted.

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

Summary Sheet – Technical Capabilities

#	Technical area	Name of the bidder firm	Role of bidder in this RFP (Lead / consortium member or sub-contractor)	Name of the client	Name of project	Total value	Software development value	Project status (completed or ongoing)	Contract period	Start date End date (dd/mm/yy)	Documents submitted
1	Application Development										
2	Data Digitization										
3	IT infrastructure										
4	Government projects (System integration, Data digitization, IT infrastructure, helpdesk support, operations and										

	maintenance)										

Table 49 - Project citation format for Pre-qualification and Technical qualification criteria

#	Item	Details
1.	Proposed Product/Solution/Criteria (for which the citation has been provided)	
2.	Name of Bidder/Consortium member/Sub contractor	
3.	Assignment Name	
4.	Name of Client	
5.	Country	
6.	Client Contact Details (Contact Name, Address, Telephone Number, e-mail address)	
7.	Approximate Value of the Contract (in INR Crores)	
8.	Relevant Value of the Contract (in INR Crores)	
9.	Duration of Assignment (months)	
10.	Contract Award Date (month/year)	
11.	Copy of Work order	
12.	Contract Completion Date (month/year)	
13.	Current Status (Work In progress, Completed)	
14.	Client completion certificate or partial stage completion certificate	

#	Item	Details
15.	Authorization letter from Sub-contractor	
16.	Number of staff deployed on the assignment	
17.	Narrative description of project describing the scope of work, modules implemented in accordance pre-qualification criteria as defined in the table <>	
18.	Details of Work that defines the scope relevant to the requirement	
19.	Type of Documentary evidence attached	
	<i>Note: Each work experience shall be enclosed with work order /contract agreement & completion certificate /statements from client. Each citation along with work orders would be evaluated for necessary compliance to meet the pre-qualification criteria</i>	

8.2.11 Bill of material (BOM) compliance sheet

8.2.11.1 Track 3: IT Infrastructure, Procurement, supply installation and bandwidth for the project

8.2.11.1.1 Data Centre

Table 50 - Track 3 - Data Centre Bill of Material Compliance Sheet

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
1.	42U Rack: 42U High Quality Data centre rack, Dimension (2100 X 800 X1000) mm.					4	
	A smart rack with DC infrastructure solution offering Cooling, Fire detection & Suppression, UPS, Access Control & Remote Monitoring all integrated together inside a rack. (Refringent or Liquid cooling packages)						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Monitoring of various physical parameters in rack like temperature, humidity, access, smoke, energy etc. All monitored data and alarms can be sent via network by sending e-mail and SMS alerts.						
	UL Listed, CE						
2.	Firewall & Network Load Balancer Switch: Dual processor architecture with dedicated co-processor for hardware acceleration.					1	
	Standard 1 GE copper plus 8 to 12 SFP+ 10GE Fiber interfaces on-board						
	Flexi Port Slots & Flexi Modules,						
	Redundancy for business continuity.						
	Throughput better than 100,000 Mbps & Port density 48 or better						
	With Rack mount kit & Transceivers.						
3.	IPPBX Server: 2*3rd Gen Intel® Xeon® Scalable processors (Preferred Platinum/Gold)					2	
	Capacity up to 28 cores per processor, 2.6 GHz or better						
	35MB Cache,9.60GT/s QPI, Turbo, HT, 16 Core (120W)						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	4*32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width						
	2*1.2TB Hard Drive SAS 12Gbps 10k 512n 2.5in Hot-Plug						
	PERC H330 Integrated RAID Controller						
	QLogic 57810 Dual Port 10Gb Base- T Network Adapter						
	On-Board LOM 1GBE (Quad Port)						
	Dual Port 8Gb Fibre Channel HBA						
	Fan for 2 CPUs Ready Rails Sliding Rails with Cable Management Arm						
4.	Voice Log Server:					2	
	3rd Gen Intel® Xeon® Scalable processors (Preferred Platinum/Gold)						
	Capacity up to 28 cores per processor, 2.4 GHz or better						
	35MB Cache,9.60GT/s QPI, Turbo, HT, 8 Core (120W)						
	4*32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width						
	6*1.2TB Hard Drive SAS 12Gbps 10k 512n 2.5in Hot-Plug						
	PERC H330 Integrated RAID Controller						
	QLogic 57810 Dual Port 10Gb Base- T Network Adapter, On-Board LOM 1GBE (Quad Port)						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Dual Port 8Gb Fibre Channel HBA						
	Fan for 2 CPUs Ready Rails Sliding Rails with Cable Management Arm.						
	Fan for 2 CPUs Ready Rails Sliding Rails with Cable Management Arm.						
5.	PRI SIP Gateway: Web GUI for configuration and troubleshooting					4	
	Featuring Quick Wizard for rapid deployment						
	Onboard DSP for media translation						
	Interoperable with most legacy and VoIP carriers worldwide						
	Advanced flexible call routing with automatic failover and bypass routing						
	Built in Local Survivability in the case of WAN failure						
	FAX & Modem Support, 30 or More Simultaneous calls						
6.	VOIP Gateway: 1 or 2 port FXS VoIP gateway,					600	
	SIP (RFC3261), LAN 1x 10/100 Mbps						
	Transport Protocols: UDP, TCP, TLS, SRTP						
	Codec: G.711 (alaw/ulaw), G.729A/B						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Modular UPS for Data Center					1	
	Topology: Online Double Conversion VFI SS 111						
	Estimated Capacity: Apprx. 50-60 KVA, Bidder to estimate & supply suitable capacity.						
	Architecture: Modular, scalable, redundant based minimum rating of Power Modules 10KVA, with option for 3 spare modules						
	Technology: Multi Controller design, Hot swappable modules, Unity power factor IGBT based Rectifier & Inverter						
	Neutral Passing Through, Sinusoidal Output waveform on mains power, Sinusoidal Output waveform on battery power						
	Bypass: Static or electro-mechanic						
	Transfer time: Zero						
	Input						
	Nominal Voltage: 400 V three phase + N						
	Voltage range: -20% to +15%						
	Frequency: 50-60 Hz (Autosensing)						
	Total Harmonic Distortion: < 3%						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Power factor: > 0.99						
	Output						
	Nominal voltage: 400 V three phase + N						
	Nominal power: 50-60 KVA (Approx)						
	Active power: 50-60 KW (Approx)						
	Output PF: Unity						
	AC-AC Efficiency (Online): up to 96%						
	Voltage variation (static): $\pm 1\%$						
	Voltage variation: $\pm 1\%$						
	THDv on nominal power (linear load): <1%						
	THDv on nominal power (not linear load P.F.=0,7): < 1 %						
	Frequency: 50 Hz o 60 Hz (autosensing or selectable)						
	Frequency tolerance: Synchronized with input frequency or $\pm 1\%$ free run						
	Current Crest Factor: 3:1 accordingly with IEC EN62040-3						
	Overload capability: @ Unity PF - min: 115% load rate with no bypass intervention. 1 min:135% load rate with no bypass intervention						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Battery						
	Type: Lead Acid, sealed, free maintenance VRLA						
	Backup:30 minutes minimum.						
	VAH: 60000-75000VAH (Approx) Minimum 2 strings of batteries to avoid single bank failure						
	Communication:						
	Built in device & host USB, Alarm & relay output						
	Battery manager or remote power management software.						
	Environmental specs						
	Noise level @ 1m: <65 dBA						
	Working temperature range: 0°C to +40°C						
	Stock temperature range : -20°C to +50°C (excluded batteries)						
	Humidity range: 20-95% not condensing						
	Protection degree: IP21						
	Input/Output connections: 3P + N + PE Connectors on omega bar						
	Standards: EN 62040-1, EN 62040-2, EN 62040-3, UE						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
7.	Application Servers					14	
	Data Base server, Active Directory, Anti-Virus server, Backup server, Crawler server, Media Server, Analytic Server, Indexing server, CMS server, Portal server, Monitoring and Management Server with redundant VMs.						
	2*3rd Gen Intel® Xeon® Scalable processors (Preferred Platinum/Gold)						
	Capacity up to 28 cores per processor, 2.6 GHz or better						
	35MB Cache,9.60GT/s QPI, Turbo, HT, 14Core (120W)						
	4*32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width						
	3*1.2TB Hard Drive SAS 12Gbps 10k 512n 2.5in Hot-Plug						
	PERC H330 Integrated RAID Controller						
	QLogic 57810 Dual Port 10Gb Base- T Network Adapter, On-Board LOM 1GBE (Quad Port)						
	Dual Port 8Gb Fibre Channel HBA						
	Fan for 2 CPUs Ready Rails Sliding Rails with Cable Management Arm						
8.	Web Server:					3	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	2*3rd Gen Intel® Xeon® Scalable processors (Preferred Platinum/Gold)						
	Capacity up to 28 cores per processor, 2.6 GHz or better						
	35MB Cache,9.60GT/s QPI, Turbo, HT, 12Core (120W)						
	4*32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width						
	2*1.2TB Hard Drive SAS 12Gbps 10k 512n 2.5in Hot-Plug						
	PERC H330 Integrated RAID Controller						
	QLogic 57810 Dual Port 10Gb Base- T Network Adapter, On-Board LOM 1GBE (Quad Port)						
	Dual Port 8Gb Fibre Channel HBA						
	Fan for 2 CPUs Ready Rails Sliding Rails with Cable Management Arm						
9.	SAN Storage: 110 TB					1	
	Raw capacity of 110 TB usable capacity storage.						
	Unified Storage with Dual Redundant Active-Active SAN Controllers, capability to scale for future requirements.						
	Must have at least 20GB of Cache per controller with cache de-stage to flash						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	/ disk for cache data protection in case of abrupt power failures						
	Storage Interfaces & Connectivity: Front End Connectivity – The storage should support 8 nos. of 8/16Gbps FC Ports / 10gig-E iSCSI Ports. The Storage should also be configured with 4 Nos. of 1 Gig E and 2 Nos. of 10 Gig E Ethernet Interface for File level access supporting CIFS / NFS protocol (in case the FC interface is not able to address the application requirement with only block/File level access).						
	Disks and Capacity: The storage shall support Ported 6Gbps SAS Drives (300GB / 600GB / 1.2TB or higher), NLSAS Drives (4TB / 6TB or higher) and SSD / Flash Drives (400GB / 800GB / 1.6TB or higher) in RAID 5, 6 configurations. The storage should be sized with 110 TB usable capacity in RAID 5/ 6 using high capacity NLSAS Drives, with global hot spare drives as per industry standards						
	The storage should be capable of replicating the required capacity from the Primary Storage to the DR Storage synchronously / asynchronously and also create active connectivity between the two sites. All the necessary						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	hardware / modules shall be provisioned for the same.						
	The Storage Management Software shall be easy to use GUI based and shall be able to discover and monitor the storage system with an ability to move data seamlessly across the RAID groups within the storage or to other virtualized /connected storage arrays without stopping the host applications. All the software such as the storage operating system, Backup and replication software to be provided for supported storage capacity.						
10	Tape Library [With 10 cartridges & 1 cleaning cartridges] Latest Backup Tape Library devices LTO-7 for backing up NAS backup with Backup application to backup 110 TB of DATA.					1	
11	Firewall (Internal) Switching: Enable logical Layer 2 overlay extensions across a routed (Layer 3) fabric within and across data centre boundaries. Support for VXLAN- and GENEVE-based network overlays. Routing: Dynamic routing between					3	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	virtual networks performed in a distributed manner in the hypervisor kernel, scale-out routing with active-active failover with physical routers. Static routing and dynamic routing protocols supported, including support for IPv6. Gateway Firewall: Stateful firewalling up to Layer 7 (including app identification and distributed FQDN allow listing), embedded in the gateway, distributed across entire environment with centralized policy and management. Distributed Firewall: Stateful firewalling up to Layer 7 (including app identification and distributed FQDN allow listing), embedded in the hypervisor kernel, distributed across entire environment with centralized policy and management. In addition, the Distributed Firewall integrates directly into cloud native platforms such as Kubernetes and Pivotal Cloud Foundry, native public clouds such as AWS and Azure, as well as bare-metal servers. Load Balancing1: L4–L7 load balancer with SSL offload and pass-through, server health checks (and passive health checks), and application rules for						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	programmability and traffic manipulation via GUI or API. VPN: Site-to-site and remote-access VPN capabilities, unmanaged VPN for cloud gateway services. Gateway: Support for bridging between VLANs configured on the physical network and overlay networks for seamless connectivity between virtual and physical workloads. Provides a single pane of glass for network and security teams. Distributed IDS/IPS: An advanced threat detection and prevention engine purpose-built to detect lateral threat movement on east-west traffic. Federation: Centralized policy configuration and enforcement across multiple locations from a single pane of glass, enabling network-wide consistent policy. Virtual Routing and Forwarding (VRF): Complete data plane isolation among tenants with a separate routing table, NAT and edge firewall support in each VRF on the NSX Tier 0 gateway. Data Centre: API RESTful API based on JSON for integration with cloud management platforms, DevOps automation tools						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	and custom automation. Operations Native operations capabilities such as central CLI, traceflow, overlay logical SPAN and IPFIX to troubleshoot and proactively monitor the virtual network infrastructure. Possible Integration with tools for highly scalable log management, and for advanced analytics and troubleshooting. Context-Aware MicroSegmentation Security groups and policies can be dynamically created and automatically updated based on attributes—beyond just IP addresses, ports and protocols—to include elements such as machine name and tags, operating system type and Layer 7 application information to enable adaptive micro-segmentation policy. Policies based on identity information from Active Directory and other sources enable user-level security down to the individual user session level in remote desktop services and virtual desktop infrastructure Automation and Cloud Management Native integration Automation Cloud and more. Support to Ansible modules, Terraform provider and PowerShell integration.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Third-Party Partner Integration: Support for management, control plane and data plane integration with third-party partners in a wide variety of categories such as next-generation firewall, intrusion detection system (IDS)/intrusion prevention system (IPS), agentless antivirus, switching, operations and visibility, advanced security and more. Multi-Cloud Networking and Security: Shall enable consistent networking and security across data centre sites, and across private and public cloud boundaries, irrespective of underlying physical topology or cloud platform. Container Networking and Security: Shall support Kubernetes/Cloud Foundry Pod/application instance networking and Kubernetes network						
12	Management Console (3*2 Panel at least)					1	
	A. Third Party Integrations: Compatible with over 2,000 integrations with Zapier B. Remote IP Access: Grants users secure, centralized, and routed access to remote IP network segments						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	C. Scalability: Users can easily add nodes with our subscription service and can host it on the hypervisor of their choice either locally, on Azure or AWS. D. High Availability: Run multiple instances across the site to balance connectivity load and ensure redundancy E. Automation: Run and automate NetOps routines on appliances by deploying Docker containers and accessing the local Python runtime environment F. Security: Closely control permissions for every operation G. Dual LAN ports for main and secondary networks (2 x 10/100/1000 Base-T RJ45) H. Dual LAN/SFP ports for main and secondary networks (2 x 10/100/1000 Base-T) I. Serial ports (16, 32, 48 or 96) RJ45 RS-232 at 50 to 230,400bps with full IPv6 support J. Dual USB2.0 host ports for peripherals and additional storage K. Single or dual internal universal 100-240V AC power supplies						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	(IEC C14) with dual ON/OFF switches L. DAC models – dual socket universal 100-240V AC M. IPSec & OpenVPN, SSL tunnels, Secure Shell (SSH V2), TACACS+, Kerberos, RADIUS with RSA SecurID and LDAP authentication, PAP/CHAP authentication (dial-up), Dial-back support, Local authentication, System event syslog, Authenticated NTP N. HTTPS & SSH console, Nagios NSCA & NRPE, SNMP, TFTP & FTP server, Password access control, IP service port control, AJAX web terminal, Auto Response O. Isolation: Serial Port: 4kV ESD protection on RS-232 transceivers Ethernet Port: 1500V AC isolation shielded with shield connected to chassis ground for signal integrity and ESD protection P. Approvals: CE, UL 1950, TUV, C-Tick, RoHS compliant, Security features to support NERC CIP standards, FIPS 140-2 validated module Certificate						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Q. Required Accessories for establishing connectivity						
13	IP KVM & Console						
	• 1 local user, 2 remote users • The 18.5" LCD screen offers resolutions of up to 1920 x 1080 (Full HD) @ 60Hz for HT6832 and resolutions of up to 1366 x 768 @ 60Hz for HT5832 • Resolutions up to 1920 x 1080@60Hz on the switch’s remote displays. • Dual Ethernet ports assure uninterrupted remote access • Integrated KVM Console with 18.5” widescreen LCD monitor, keyboard and touchpad in a 1U compact rack mountable drawer • Controls computers/servers locally or via LAN, WAN, or Internet • Allows for centralized management on the computers/servers from anywhere • Multiplatform Support- Compatible with Windows, Sun, Unix and Linux • VGA, DVI, HDMI, and DP KVM adapter						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	• 18.5" FHD LCD monitor, high definition and high resolution • Rack-mountable in a 1U EIA system rack • Full size keyboard with integrated number pad • Touchpad eliminates the need for a separate, external mouse • Control up to 32 computers • Support 1 local user and 2 remote users, port share mode allows local and remote users to gain access to a server simultaneously • Easy-to-use switching by browser-based UI interface, hotkeys and pushbuttons • Support servers with VGA/HDMI/DVI/DP port • Multiplatform client support (Windows, Linux, Unix, Mac, Solaris (Sun), Redhat, Ubuntu) • Supports a graphical interface for intuitive and convenient human-computer interaction- local resolution is up to 1920 x 1080@60Hz • Supports mouse synchronization mode- automatically synchronizes the local and remote mouse movements						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	• Video synchronization with local console - EDID information for local console display can be stored in the host module for video resolution optimization • Keyboard and mouse emulation to ensure the normal booting • Auto scan feature for monitoring user-selected computer • Hot pluggable – add or remove computers without having to power down the switch • Remote Console: Adaptive 10 / 100 / 1000 Mbps network • WEB browser-based or KVM Clients remote management • BIOS-level access • Video quality and video tolerance can be adjusted to optimize data transfer speed, up to 30 FPS • Resolutions up to 1920 x 1080@60Hz on remote screen • Full screen or scalable video display • Remote users and local users can control the same server synchronously • Support AES / DES / 3DES encryption						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	- Support audit function-allows the administrator to audit the device through the system log and operation log - Support low-bandwidth real-time transmission, the bandwidth is less than 2M - Exit Macros support - Configurable user and group permissions for server access and control - Supports firmware upgrade.						
	- Model: FHD TFT - View Area:18.47 " - Optimum Resolution: 1920×1080@60Hz - Color 16.7 M - Brightness: 500 cd/m²(Typ) - Contrast Ratio1000: 1(Typ) - Pixel Pitch(mm) 0.213(H) × 0.213(W)						
14	Desktop					3	
	Processor: Latest Generation X86 processor equivalent to core i9 - 10900k or higher, base 3.7 GHz, 8 core, 20Mb Cache or better						
	Processor Generation: 8th gen or higher						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Operating System: Windows 10 Pro 64-bit Edition Recovery media/partition or latest						
	RAM Size (GB) 16GB (8*2), DDR4 , expandable up to 128 Gb with 2 DIMM slot						
	Hard Disk: 1TB NVME PCIe m2.wd						
	Display 21.5" diagonal or better, non-touch Full HD (1920 x 1080) resolution, integrated speakers (2 Numbers) with dedicated height adjustable stand and other accessories						
	Network Connectivity: 10/100/1000 on board Integrated Gigabit Port						
	Mouse: Wired USB Optical Scroll						
	Keyboard: Wired USB Keyboard						
	Port : 4USB 3.1 Gen, 1 Display/VGA/ HDMI port, Mic, audio in & out combo jack, Display connection						
	Wireless Connectivity: Wireless LAN – 802.11 a/b/g/n/ac/ax & Bluetooth 5.0, Wi-Fi enabled						
	Optical Drive: DVD R/W						
	Power supply: 850W						
	Certification: Energy Star, BEE star, EPEAT India, UL/FCC, CE, RoHS, Windows 10,						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Software: Antivirus, MS office						
15	Routers					1	
	The internet router should be rack mountable						
	Should have modular Operation System						
	Should have Option to save 40 plus multiple configuration Backup and rollback capability						
	Should support IP, MPLS, etc.						
	Power supply with redundancy should have support for hot swappable functionality.						
	The router should have modular chassis						
	The performance should be minimum 1 mbps						
	Should have 10/100/1000 Mbps Ethernet ports						
	Should support minimum 6 service slots						
	Should support GRE and IP Sec 3DES/AES VPN for configuration of VPN tunnels and also IPS capability.						
	Support for IPSEC Site-to-Site and Remote Access VPNs. Should provide a hardware assisted IPsec 3DES						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	encryption performance up to 150Mbps.						
	Should support NAT and PAT						
	Support ACL's to provide supervision and control.						
	Support for Remote Authentication User Service (RADIUS) and AAA						
	Support for Standard Access Lists to provide supervision and control.						
	Support Controlled SNMP Access using ACL on router to ensure SNMP access only to identified NMS/EMS						
	Support DoS prevention through TCP Intercept & DDoS protection						
	Should support static routes, RIPv1, v2, v3, OSPFv2, v3, BGP, etc.						
	Shall support IPv6 features: IPv6 QoS, IPv6 Multicast support, Bidirectional PIM, Multicast VPN, PIM SSM (Source Specific Multicast), IPv6 PIMv2 Sparse Mode, IPv6 PIMv2 Source-Specific Multicast						
	Should support voice						
	Common Criteria (CC) EAL3 certification						
16	Anti-Virus					1	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should restrict e-mail bound Virus attacks in real time without compromising performance of the system						
	Should be capable of installation on both the gateway as well as mailing servers.						
	Inbound and outbound monitoring on all data transfer mechanisms and all email systems						
	Should support scanning for ZIP, RAR compressed files, and TAR archive files						
	Should support online upgrade, whereby most product upgrades and patches can be performed without bringing messaging server off-line.						
	Should support in-memory scanning to minimize Disk IO.						
	Should be capable of specifying the logic with which scan engines are applied, such as the most recently updated scan engine should scan all emails etc.						
	Should support heuristic scanning to allow rule-based detection of unknown viruses						
	Updates to the scan engines should be automated and should not require manual intervention						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
17	IDS/IPS					1	
	Minimum 4 Numbers of Gigabit segments						
	Should be modular Operation System						
	Should have Option to save 40 plus multiple configuration Backup and rollback capability						
	Should protect against DoS/ DDoS / SYN-flood/ TCPflood /UDP-flood						
	Must have "Zero-day" protection against DoS/DDoS and worm attacks based on traffic behavior. Also it should mitigate Zero day http floods and brute force attack & vulnerability scanning attempts based on traffic behavior analysis						
	Capable of applying the security policies based on VLAN ID, Source/Destination subnets						
	Should protect against SSL based attacks						
	Block attacks in real time, Drop Attack Packets, Packet Logging						
	Extensive protocol monitoring: should support monitoring of protocols such as TCP/IP, ICMP, FTP, UDP, SMTP, HTTP, SNMP, DNS, RPC, NetBIOS, Telnet etc.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should support Automatic signature synchronization from OEM database server.						
	IPS should be EAL3 Certified						
18	EMS Software:					1	
	Software Architecture						
	Should be web-based solution						
	System should be available for operations 24x7x365						
	It should support SNMP version 1, 2 and 3, & all SNMP supporting devices can be added & monitored.						
	Architecture: No client installation required at device level						
	Should support High availability architecture						
	Should support DR replication architecture						
	Inventory Management						
	Store detailed information about assets and configurations. Add, remove & change functionality.						
	Easy auto detection & auto discovery of live network assets.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should be able to import auto-discovered devices and their asset information						
	Should be able to generate asset ID automatically.						
	Should monitor the IP based asset periodically and generate alerts if any mismatch is found.						
	Should be able to maintain inventory of non IP devices as well. There should be provision to add and remove non-IP based assets as well in system.						
	There should be provision to manage project wise assets and generate project wise asset reports.						
	There should be provision to define user and device mapping and access control.						
	Ability to create & add unlimited number of devices.						
	Whenever any device is fault or theft, it should generate alarms of inventory mismatch. Should have provision to check inventory every 15 days and generate inventory mismatch report.						
	Should be able to maintain software inventory.						
	User Access Control						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	System should support integration with Active directory						
	System should support in-dependent user management as well.						
	Should have provision to assign specific devices to user.						
	Should be able to define roles of users.						
	Should be able to assign different access level to each user.						
	Each department should be able to access their department device only						
	Network Monitoring						
	System should generate latency reports of devices. Should send alerts when high latency as well as low latency is found.						
	System should monitor latency of all devices within data center premises as well as WAN devices deployed.						
	System should generate reports of bandwidth utilization by each interface.						
	System should do the predictions of bandwidth utilization of interface for coming days.						
	System should monitor jitters and packet losses						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	System should monitor device uptime and generate uptime reports.						
	System should have provision to set different monitoring thresholds and interval of alerts.						
	All the network alerts should be logged and available for future inspection purpose.						
	There should be provision to acknowledge system alerts. After acknowledging alerts should be silent.						
	There should be provision to put system into maintenance mode so that scheduled downtime should not be considered as downtime time.						
	Network topology should be plotted automatically.						
	If any link/device goes down, topology should highlight that.						
	It should be possible to go to child devices through network topology.						
	System should support IPv6 device monitoring.						
	System should have heat maps of affected devices. It should display top affected devices like high latency, high bandwidth, high resources utilization devices.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Traffic Analysis						
	System should support network/s flow monitoring.						
	System should generate reports of top usage like topology wise reports, application wise report, port wise reports etc.						
	There should be option to search source IP, destination IP address, protocol, ports wise data.						
	Detailed traffic flow should be logged for at-least three months for analysis purpose.						
	Interface wise detailed report should be generated from the systems.						
	Conversation reports should be generated stating data transfer between two network devices.						
	Server Monitoring						
	System should be able monitor all system resources like RAM, CPU, Disk etc.						
	System should be able to monitor all services like HTTP, FTP, Mail, DNS etc running on servers.						
	System should generate uptime reports of each service.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	System should be able to monitor each partition of disk and send alerts whenever disk usage thresholds goes high or low.						
	System should be able to monitor all system logs.						
	There must be provision to do profiling on system logs and send notification to designated team if alert for any defined keyword is found.						
	System should be able to maintain inventory of all server components like RAM, disk, CPU etc,.						
	System should have URL monitoring so that if any web service goes down, it should generate alerts.						
	System should be able to generate load and also take snapshot of system commands like top to understand load reasons. The snapshot should display process consuming more resources like RAM and CPU.						
	System should support IPv6 device monitoring.						
	System should have heat maps of affected devices. It should display top affected devices like high load, high RAM, high CPU utilization devices.						
	User Interface						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Web based management console accessible centrally and remotely.						
	Allow for login of multiple users simultaneously.						
	Should have a Dashboard manager for creation of various custom views.						
	Configurable role-based management.						
	There should be multiple skins for User interface.						
	System should support all common browsers like Mozilla Firefox, IE etc.						
	Virtualization Support						
	Should supports virtualization VMware, Hyper-V, Virtuzoo, Xen Cloud etc. platforms.						
	Orchestration: should have separate module where users can create, Add, edit, start, stop and remove virtual machines.						
	Orchestration: Ability of Auto detection of VM's in VM Clusters & add it in system						
	MIS Reports						
	System should generate different MIS reports like number of devices deployed.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	System should generate reports of access logs.						
	System should generate reports software licenses usage.						
	System should generate bandwidth reports.						
	System should generate uptime report of each service.						
19	Helpdesk Software					1	
	The Solution should provide a simple to use intuitive Web portal for application& network queries User Departments						
	The Solution should have self-service capabilities to allow Users to log service requests regarding application, connectivity, Library applications covered under this project						
20	UTM: Architecture: Chassis based architecture with option for expansion Hot swappable module and power supplies Interfaces: 4x 10/100/1000 RJ45 System Performance: Firewall Throughput – 10 Gbps IPS Throughput – 2 Gbps					1	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	IPSec Throughput – 6 Gbps Concurrent Sessions – 500K Antivirus Throughput - 500 Mbps Connections per Second – 70K Layer 2 switching: VLAN 802.1Q, Link Aggregation 802.3ad/LACP, STP, RSTP, MSTP Authentication 802.1x Port based and multiple supplicant 4000 VLANs Routing (available from Day 1):Static routes RIPv2,OSPF, BGP Multicast: IGMPv3, PIM, SDP, DVMRP Traffic Management: Marking, policing, and shaping Class-based queuing with prioritization Weighted random early detection Security: Firewall Features • Firewall, zones, screens, policies • Stateful firewall, stateless filters • Network attack detection • Screens denial of service (DoS) and provides distributed denial of service (DDoS) protection (anomaly-based) • Prevent replay attack; Anti-Replay • Unified Access Control - TCP reassembly for fragmented packet protection						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	- Brute force attack mitigation - SYN cookie protection - Zone-based IP spoofing - Malformed packet protection Intrusion Prevention System (IPS) Features - Protocol anomaly detection - Stateful protocol signatures - Intrusion prevention system (IPS) attack pattern obfuscation - User role-based policies • Customer signatures creation • Daily and emergency updates • Custom signatures • Dynamic signature updates • User-based application policy enforcement File-based antivirus > Signature database > Protocols scanned: POP3, HTTP, SMTP, IMAP, FTP > Antispyware > Anti-adware > Antikeylogger Cloud-based antivirus Antispam Integrated enhanced Web filtering Redirect Web filtering Content filtering - Based on MIME type, file extension, and protocol commands User Authentication:						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Third-party user authentication RADIUS, RSA SecureID, LDAP RADIUS accounting XAUTH VPN, Web-based, 802.X authentication PKI certificate requests Certificate Authorities : VeriSign, Entrust, Microsoft, RSA Keon, iPlanet, Baltimore, DoD PK VPN: Tunnels (generic routing encapsulation, IP-in-IP, IPsec) IPsec, DES, 3DES, AES encryption MD5 and SHA-1 authentication High Availability: VRRP Active/active—L3 mode Active/passive—L3 mode Stateful failover Dual Power Should support HALB mode System Management Web UI,CLI						
21	Back-up Generator					1	
	Fuel type: Diesel & natural Gas						
	Generator set must be of sufficient size to be able to supply continuous power at the required load level without any time limitation						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	consider ISO standard 8528-1:2005 as this form of operation would be catalogued as COP (Continuous Operation Power).						
22	CCTV Surveillance System for Data centre & Library Experience Centre: Bidders to conduct a site survey before estimation to understand the nature of requirement & accordingly a solution to be proposed.					1	
	CCTV recording should be stored for 90 days onsite and thereafter should be archived to offsite location. For storing recorded footages vendor should provide portable storage device with sufficient storage media for 1 year.						
	Shall provide remote viewing access to security team, admin & IT team.						
	Shall be integrated with Access control & fire alarm system.						
	Shall be IP based & open standard video management software.						
	The CCTV setup shall be comprehensive equipped with the latest technology of cameras, networking devices & shall offer advance video analytics & alarm management features.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
23	Building Management System Bidders to conduct a site survey before estimation to understand the nature of requirement & accordingly a solution to be proposed. The controller shall be 32 bit based Microprocessor Controller and shall sit directly on the TCP / IP network. The Controller shall be Web Based, Web Enabled, Real Time Clock, and Web Browser with Communication speed min of 10 Mbps Shall Support HVAC, Temperature monitoring and controls at all specified positions/locations Shall Support Air conditioning, Energy management, UPS monitoring, fire detection & suppression Shall support Access control & water leakage & CCTV surveillance system. Shall support Monitoring of all BMS devices through a portal / dashboard, Data Collection & archival, Alarm Event & Management, Reports & MIS Generation, Maintenance & Complaint Management					1	
24	Access Control System: A fully automated access control system shall be provided for controlling					1	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	access MLS server room or Data centre as per Data centre Standards.						
	The access control system shall: Support PIN, CARD and BIOMETRIC details for providing access to MLS server room or any other strategic location.						
	Track and record & report movement of personnel accessing the MLS server room.						
	Fail safe operation in case of no-power condition and abnormal condition such as fire, theft, intrusion, loss of access control, etc.						
	It shall have a Biometric reader with PIN and RFID card reading feature and application shall be installed on client desktop to create, delete the users and assigning the rights.						
25	Very Early Smoke & Fire Detection System (VESDA)					1	
	Bidders to conduct a site survey before estimation to understand the nature of requirement & accordingly a solution to be proposed.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	The Fire alarm system shall be an automatic 1 ton (e.g. 24) zone single loop addressable fire detection and alarm system, utilizing conventional detection and alarm sounders						
	Detection shall be by means of automatic heat and smoke detectors located throughout the DC (ceiling, false floor and other appropriate areas where fire can take place) with break glass units on escape routes and exits						
	All controls of the system shall be via the control panel only.						
	All site-specific data shall be field programmable and stored in an integral EEPROM.						
	The use of EPROM's requiring factory 'burning' and re-programming is not acceptable.						
	All internal components of the control panel shall be fully monitored.						
	The control panel shall be capable of supporting a multi device, multi zone 2-wiredetection loop. Removal of 1 or more detection devices on the loop shall not render the remaining devices on the loop inoperable.						
	The system status shall be made available via panel mounted LEDs and						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	a backlit alphanumeric liquid crystal display.						
	All user primary controls shall be password protected over 4 access levels in accordance with EN54 Part 2. Essential controls, such as Start / Stop sounders and Cancel fault buzzer, etc. will be clearly marked.						
	Cancel fault and display test functions shall be configurable to be accessed from level 1 or level 2.						
	All system controls and programming will be accessed via an alphanumeric keypad.						
	The control panel will incorporate form fill menu driven fields for data entry and retrieval.						
	The control panel shall log a minimum of 700 events comprising of 100 event fire log and 200 event fault, disablement and historic logs, giving time, date, device reference and status of indication.						
	Fire, fault and disablement events shall be logged as they occur. Visual and audible conformation shall be given on an array of LEDs, the Liquid Crystal Display and the internal supervisory buzzer.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	The control panel shall have an integral automatic power supply and maintenance free sealed battery, providing a standby capacity of a minimum 72 hours and further 30 minutes under full alarm load conditions. The system shall be capable of full recharge within 24 hours following full system discharge. The performance of the power supply and batteries shall be monitored, and alarm rose, should a fault be detected. The system shall protect the batteries from deep discharge. The option of a monthly, quarterly, annually or bi-annually reminder prompts. The maintenance reminder will be indicated on the control panel. This message shall be resettable by the user and will not require the intervention of specialist support. The control panel will provide programmable free text field as part of the maintenance reminder facility.						
	The system will include a detection verification feature. The user shall have the option to action a time response to a fire condition. This time shall be programmable up to 10 minutes to allow for investigation of the fire condition before activating alarm outputs. The operation of a						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	manual call point shall override any verify command.						
	Heat detectors shall be of the fixed temperature (58° C) or rate of temperature rise type with a fixed temperature operating point.						
	Devices shall be compatible with the CIE conforming to the requirements of EN54 Part 5 and be LPCB approved.						
	The detectors shall have a single LED to indicate the device has operated and shall fit a common addressable base.						
	All bases shall be compatible with the type of detector heads fitted and the control system component used. Each base shall comprise all necessary electronics including a short circuit isolator.						
	The fire detection and alarm system will be programmable and configurable via an alpha numeric keypad on the control panel.						
26	Fire Suppression System					1	
	The Clean Agent system considered for Total flooding application shall be complying the provisions of Kyoto Protocol						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Care should be taken that none of the Greenhouse Gases identified in the Kyoto Protocol is used for fire suppression application.						
	The minimum criterion for the selection of the Clean Agent will be on the following parameters a) Zero Ozone Depleting Potential. b) Global Warming Potential not exceeding one. c) Atmospheric Lifetime not exceeding one week.						
	The clean agent fire suppression system with FK-5-1- 12 and Inert Gas based systems are accepted as a replacement of HCFC and HFC as per Kyoto Protocol.						
	The Clean Agent considered for the suppression system must be suitable for manable occupied areas with NOAEL Level (No observable adverse effect level) of 10% as compared to the design concentration to ensure high safety margin for the human who might be present in the hazard area.						
	The minimum design standards shall be as per NFPA 2001, 2004 edition or latest revisions.						
	The bidder would be responsible for refilling the gas, in case the fire suppression system must be activated						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	for suppressing fire and the defined time period required to refill the gas is 2-3 weeks. bidder would be responsible for any accidental damage caused during refilling whereas bidder would be responsible for any accidental damage caused during testing of the equipment						
	Care shall be given to ensure proper early warning detection system with minimum sensitivity of 0.03% per foot obscuration as per NFPA 318 & NFPA 72 to ensure that one gets a very early warning to investigate the incipient fire much before the other detectors activate the fire suppression system automatically.						
	All system components furnished and installed shall be warranted against defects in design, materials and workmanship for the full comprehensive warranty period, which is standard with the manufacturer, but in no case less than five (5) years from the date of system acceptance 10. Additionally, Portable Extinguishers (CO2 or Halon based Extinguishers are not acceptable) shall be placed at strategic stations throughout the DC.						
	The OEM (/ Bidder) shall give a Certificate stating that their FM-200						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	system is approved by UL / FM / VdS / LPC/CNPP for use with Seamless Steel Cylinders(Component as well as System Approval).						
	The Seamless storage cylinder shall be approved by Chief Controller of Explosives, and shall have NOC from CCoE, for import of the same. Documentary evidence to be provided for earlier imports done by the bidder.						
	The FM-200 Valve operating actuators shall be of Electric (Solenoid) type, and it should be capable of resetting manually. The Valve should be capable of being functionally tested for periodic servicing requirements and without any need to replace consumable parts.						
	The FM-200 systems to be supplied by the bidder must satisfy the various and all requirements of the Authority having Jurisdiction over the location of the protected area and must be in accordance with the OEM's product design criteria.						
	FM-200 storage cylinder valve shall be provided with a safety rupture disc. An increase in internal pressure due to high temperature shall rupture the safety disc and allow the content to vent before the rupture pressure of the container is reached. The contents						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	shall not be vented through the discharge piping and nozzles.						
	The fire alarm system should have integration with the access control systems so that the gates are open during incidents of fire.						
27	Water Leak Detection System: shall consist water leak detection cable, tape sensor, detection module and control panel.					1	
	The cable, tape shall be installed in the ceiling & floor areas around the periphery						
	The panel shall be microprocessor based one and should be modular in design. The system shall have different zones and detectors shall be connected to the panel through the zone module. Each area of the premise shall be divided into specific zones such that the user if required shall isolate any zone.						
	Zone Sensor module is surface mounted below the false floor above false ceiling where localized detection is required. The zone Module shall provide monitored circuitry for connection to WLD panel. The Zone Modules shall be housed in suitable housings.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	An automatic alarm notification is sent via alarm messages and Email in case of water leakages, fire or smoke detection.						
28	Remote Data Centre Management system					1	
	Remote management features, Appliance management software capable of providing role-based security, alerts of critical component failure along with power monitoring. It should also provide for controlling Power, Fan management, Compute node initialization, Resource discovery and inventory management, Resource alerts and monitoring management, Compute node power management and diagnostics for elements including I/O options and compute nodes.						

8.2.11.1.2 Local Area Network

Table 51 - Track 3 - LAN Bill of Material compliance sheet

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
1.	OFC single mode 06 Core: 6 Core Single Mode armoured 9/125 Fiber cable					15000	
	Central Loose tube with jelly compound						
	Jacket: HDPE/LSZH, Jacket Thickness of HDPE: 1.8 mm +/- 0.2mm, Jacket Thickness of LSZH: 1.4 mm +/- 0.2mm.						
	ISO 11801						
	IEC 60793-1/60794-1-2						
	ITU-T REC G.652D						
	Telcordia GR-20-core						
2.	OFC single mode 02 Core: 2 Core Single Mode unarmoured 9/125 Fiber cable					30000	
	Central Loose tube with jelly compound						
	Jacket : HDPE/LSZH, Jacket Thickness of HDPE: 1.8 mm +/- 0.2mm, Jacket Thickness of LSZH : 1.4 mm +/- 0.2mm.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	ISO 11801						
	IEC 60793-1/60794-1-2						
	ITU-T REC G.652D						
	Telcordia GR-20-core						
3.	CAT 6 UTP Cable: 4-pair unshielded twisted pair (UTP) cable					346000	
	Should comply to EIA/TIA standards for Category 6						
	Should have zero-bit error free performance						
	Should meet ANSI EIA/TIA 568C.2 standards						
	Conductors 23 AWG Solid Bare Copper, 4 pair, non-plenum, CMR rated						
	Insulation Polyethylene or equivalent						
	Insulation Thickness 0.95 ± 0.02mm dia. nom						
	Jacket FR PVC						
	Flame Retardant Test CMR, Tested @ Max Temp of 75 Degree C						
	Electrical characteristics						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Characteristic Impedance 100 ohms $\pm$ 15%, 1 MHz to 250 MHz						
	Capacitance Unbalance 330pF/100m						
	Operating Temperature -15 Deg C to +75 Deg C						
	Current Rating: 1.5Amps						
	Contact Resistance 20m Ω max						
	Standards						
	CAT6 ANSI/TIA/EIA-568-B.2-1						
	CAT6 ANSI/TIA/EIA-568-C.2						
	Approvals: UL Listed, ETL Listed for performance and safety						
4.	RG 6, 18 AWG Coax cable for CATV.					800	
	Dielectric type: Gas Expanded Foam PE						
	Conductor Type Copper Clad Steel (CCS)						
	Nominal Conductor Diameter: 18 AWG (1.02 mm nominal)						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	1st Shield: Aluminium tape bonded to dielectric, 2nd Shield: Aluminium braid wire,						
	Jacketing: Outer Sheath material PVC- Black Nominal thickness 0.70 mm Approximate Cable OD 6.60 mm						
	Impedance: $75 \pm 3 \Omega$						
5.	Cat 6 UTP Patch Cable: 1 Meter/3 meters as per requirement.					2100	
	Cat 6 Unshielded Twisted pair 100 Ω stranded cable						
	Multi Strand and Highly flexible.						
	Meets the performance requirements as specified under						
	EIA/TIA Category 6 specification.						
	24-26 AWG Round						
	HDPE Insulation over conductors, PVC jacket all over						
	Individual cable pair separated by a PE former						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	UL94V-0 rated plastic						
	RoHS Compliant						
	ETL Verified						
	ANSI/TIA/EIA-568-B.2						
	ISO/IEC-11801						
6.	Wireless Access points for Sabha Halls 8 stream AP (4x4:4 in 5GHz, 4x4:4 in 2.4GHz) with Wi-Fi 6 (802.11ax) capable of delivering 2.4Gbps in 5GHz and 1.148Gbps in 2.4GHz.					14	
	Antenna Gain Up to 3dBi						
	Concurrent Users 600 or more						
	IoT Onboard, 1 x 1 GbE or 1 x 2.5 GigE						
	Wi-Fi Interface Standard: IEEE 802.11a/b/g/n/ac/ax Range Approx. 100 meters						
7.	Wireless Access points for lobby 8 stream AP (4x4:4 in 5GHz, 4x4:4 in 2.4GHz) with Wi-Fi 6 (802.11ax) capable of delivering 2.4Gbps in 5GHz and 1.148Gbps in 2.4GHz.					55	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Antenna Gain Up to 3dBi Concurrent Users 600 or more IoT Onboard, 1 x 1 GbE or 1 x 2.5 GigE Wi-Fi Interface Standard: IEEE 802.11a/b/g/n/ac/ax Range Approx. 30-50 Meters						
8.	AAA-Authentication/Radius Server					1	
	2* 3rd Gen Intel® Xeon® Scalable processors, 4 Core						
	RAM 16GB, Storage 500GB						
	Operating System: Windows Server/Windows 10/Linux/RHEL						
9.	Hotspot Network Creation cloud core Router					1	
10.	Core Switch: 3 Manageable 24 Port 10G Giga Switch or suitable configuration as per requirement					3	
	Switch Number of Ports and Power Supply						
	20*10G SFP+ ports and additional 4 10GBASE-T/SFP+ combo ports.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should have RJ-45 and Mini USB console ports for out-of-band CLI management.						
	One 10/100/1000BASE-T RJ-45 Ethernet for out-of-band IP management.						
	One USB Port for easy management for images and configuration files, that can be copied to and from the NVRAM of the Switch.						
	One Alarm port to provides an external alarm detection.						
	Port Standards & Functions: IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab 1000BASE-T Gigabit Ethernet, 802.3ae 10 GbE, 802.3an 10GBASE-T, IEEE 802.3x Flow Control for Full-Duplex Mode, Auto-negotiation						
	Should support IEEE 802.3az Energy Efficient Ethernet.						
	Should support N+1 power redundant mode. Two Power Supply should be supplied with switch and ready from day 1.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Performance:						
	Switching Capacity should be 480 Gbps or more.						
	64-byte Packet Forwarding rate should be 357 Mpps or more.						
	MAC Address Table should be 48K or more.						
	Stackability;						
	Switch should support Physical Stacking up to 4 units per stack. Stacking bandwidth should be up to 80G.						
	Switch should have Virtual Stacking Support, up to 32 devices per virtual stack.						
	L2 Features:						
	Should support Head of Line blocking prevention for lower latency and better performance.						
	Support Jumbo Frame up to 12000 Bytes or higher.						
	Should support IGMP Snooping, Able to create 500 or more IGMP groups and						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	require support for Host-based IGMP Snooping Fast Leave.						
	Should support MLD Snooping, Able to create 250 or more MLD groups, Per VLAN MLD Snooping and require support for Host-based MLD Fast Leave.						
	Should have 802.1D STP, 802.1w RSTP and 802.1s MSTP Spanning Tree Protocol.						
	Should support Loop Back detection.						
	Should support Loop guard and Root guard.						
	Should have ERPS as per standard ITU-T G.8032 to provide protection for Ethernet traffic in ring topology.						
	Should support 802.1AX Link Aggregation.						
	Switch should support iSCSI Awareness.						
	VLAN:						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Require IEEE 802.1Q Tagged VLAN protocol.						
	Should support 4K VLAN Groups and configurable VLAN ID: 0 to 4094 VID's						
	Should support Port-based VLAN, 802.1v VLAN, Double VLAN (Q-in-Q), Port-based Q-in-Q, Selective Q-in-Q, MAC-based VLAN, Subnet-based VLAN, Private VLAN, ISM VLAN (multicast VLAN), Voice VLAN, Auto Surveillance VLAN, VLAN trunking and GARP VLAN Registration Protocol.						
	Layer 3 Features:						
	Should supports 256 IP interfaces.						
	Should support Loopback Interface.						
	Should support RFC826 ARP and RFC1072 ARP Proxy.						
	Should support IPv6 Neighbour Discovery (ND).						
	Should support VRRPV2 and V3.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should have 4K hardware routing entries for IPv4/IPv6.						
	Should support Static Route, Default Route, RIP and Policy-based Route (PBR) for IPv4 and IPv6.						
	Should support Graceful Restart (GR) Helper.						
	Should support Static, ISATAP, GRE and 6to4 IPv6 Tunnelling.						
	Should support OSPF for IPv4 and IPv6.						
	Should support IGMPv1/v2/v3 for Layer 3 Multicast.						
	Should support DVMRPv3 for Layer 3 Multicast.						
	Should support PIM-DM/SM/SM v6/SSM/SDM for Layer 3 Multicast.						
	Quality of Service (QoS):						
	Should support 802.1p Quality of Service with 8 queues per port.						
	Should support Queue Handling with Strict Priority Queue, Weighted Round						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Robin, Deficit Round Robin (DRR), SPQ + WRR and Weighted Deficit Round Robin (WDRR).						
	Should support QoS based on 802.1p Priority Queues, MAC address, IP address, IPv6 traffic class, IPv6 Flow Label, DSCP, VLAN, TCP/UDP port, ToS/IP Preference, Switch port, EtherType and Protocol type.						
	Should support trTCM and srTCM Three Color Marker.						
	Should support 802.1Qaz Enhanced Transmission Selection (ETS), 802.1Qbb Priority-based Flow Control (PFC) and 802.1Qau Congestion Notification (CN).						
	Should have SSH and SSL for IPv4 and IPv6.						
	Require prevention of DoS attacks, which include Land, Blat, TCP Null Scan, TCP SYNFIN, Ping of Death Attack and TCP Tiny Fragment attack.						
	Support Traffic Segmentation to limit traffic flow from a						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	single or group of ports, to another group of ports.						
	Should have IP+MAC+Port Binding to restrict the access to a switch.						
	Should support DHCPv6 Guard, IPv6 Route Advertisement (RA) Guard and IPv6 ND Inspection.						
	Should support Duplicate Address Detection (DAD).						
	Should support BPDU Attack Protection.						
	Should support Compound Authentication with multiple option, which should include 802.1X Port based, 802.1X Host based, WAC and MAC for access control.						
	Should support RADIUS and TACACS+ authentication with Authentication Database Failover.						
	Should support 802.1X NAP.						
	Management:						
	Able to manage through Web-GUI, Fully functional CLI interface and Telnet.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should support SNMP v1, v2c, v3 and SNMP Traps and RMON v1 and RMON v2.						
	Should have multiple Image and configuration file support to reduced] downtime for the switches.						
	Should support Cable Diagnostics to test copper cables and determine the quality of the cables and the types of error.						
	Should support 802.3ah Ethernet link OAM and 802.1ag Connectivity Fault Management (CFM) and Y.1731 OAM.©						
	Access Control List (ACL):						
	Should support Ingress and Egress ACL.						
	Should support Access Control List based on 802.1p priority, Protocol type, MAC address, VLAN, Ether type, TCP/UDP port number, DSCP, IP address, IPv6 Traffic Class and IPv6 flow label.						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Should support Time-based ACL.						
	Security:						
	Should have Port Security with 12K or higher MAC addresses per port.						
	Support per port Broadcast/Multicast/Unicast Storm Control.						
	Require Dynamic ARP Inspection and ARP Spoofing Prevention.						
	Should support DHCP Server Screening.						
	Should support sFlow (RFC3176) for monitoring traffic in data networks.						
	Should have SNTP/NTP protocol for time synchronization.						
	Should have IPv4/v6 Dual Stack.						
	Should support LLDP and LLDP-MED.						
	Physical/Environmental:						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	AC Input: 100 to 240 VAC, 50/60 Hz internal universal power supply						
	Operating Temperature: -5 to 50 °C (41 to 122 °F)						
	Certifications: CE, FCC, C-Tick, VCCI, BSMI, CCC						
	Safety: cUL, CB, CE, CCC, BSMI						
	Switch should be supplied with the necessary hardware accessories like Power cord, Rack-mount bracket, Installation Guide, etc. and necessary software image file to fulfil all above mention feature set from day 1.						
11.	10G Fiber Module:					60	
	Description: 10GBASE-LR SFP+ Transceiver						
	Fiber Module should be Hot Pluggable, MSA Compliant and RoHS Compliant						
	Fibre Channel FC-PI standard support 1200-SM-LL-L						
	Fiber Module should support 10KM Distance						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Output Optical Power (TX Optical Power) MAX.: +0.5 dBm and MIN.: -8.5 dBm						
	Input Optical Power (RX Optical Power) MAX.: +0.5dBm and MIN.: -12.6 dBm						
	Fiber Module should support Sensitivity -12.6 dBm						
	Power 3.3V and Max Input Current 3.3V: 300mA						
	MTBF (Hours) Should be 4650000+						
	Fiber Module should support Heat Generated 3.6KJ/H						
	Operation Temperature: 0°~ 70°C						
	Storage Temperature: -40°~ 85°C						
	Humidity (Operating): 5% ~ 85%						
	Humidity (Storage): 5% ~ 95%						
	EMI: CE, FCC, VCCI						
	Safety: UL, TUV, CDRH						
12.	Distribution Switch: Switch (Layer 2) Highest					10	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	wireless scale for Wi-Fi 6 and 802.11ac Wave 2 access points • Application-Specific Integrated Circuit (ASIC) with programmable pipeline and micro engine capabilities, along with template-based, configurable allocation of Layer 2 and Layer 3 forwarding, Access Control Lists (ACLs), and Quality of Service (QoS) entries • C9300X models are based on UADP 2.5sec ASIC which adds line rate support for Crypto, including 100G IPsec • x86 CPU complex with 8-GB memory, and 16 GB of flash and external USB 3.0 SSD pluggable storage slot (delivering up to 240GB of storage with an option SSD drive) to host, support 16GB of memory • USB 2.0 slot to load system images and set configurations • Up to 1 TBps of local stackable switching						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	bandwidth • Deeper buffer and higher scale model options for rich multi-media content delivery applications • Flexible and dense uplink offerings with 1G, Multigigabit, 10G, 25G, 40G and 100G in the form of fixed or modular uplinks • Easy transition from 10G to 25G with dual-rate optics Flexible downlink options with 1G Copper and Fiber as well as the densest Multigigabit links • With a mix of Copper (1G up to 10G) and Fiber (1G up to 25G) supported in a single stack, multiple flexible deployment scenarios are enabled, including 2-Tier, 3-Tier and Hybrid architectures • Leading PoE capabilities with up to 384 ports of PoE per stack, PoE+, and high density IEEE 802.3bt - 60W POE, and 90W POE+ • Intelligent Power Management, providing						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	power stacking among members for power redundancy. • Line-rate, hardware-based Flexible NetFlow (FNF), delivering flow collection of up to 128,000 flows with select models • IPv6 support in hardware, providing wire-rate forwarding for IPv6 networks • Dual-stack support for IPv4/IPv6 and dynamic hardware forwarding table allocations, for ease of IPv4-to-IPv6 migration • Support for both static and dynamic NAT and Port Address Translation (PAT) • IEEE 802.1ba AV Bridging (AVB) built in to provide a better audio and video experience through improved time synchronization and QoS • Precision Time Protocol (PTP; IEEE 1588v2) provides accurate clock synchronization with sub microsecond accuracy making it suitable for distribution and						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	synchronization of time and frequency over network • A modern operating system for the enterprise with support for model-driven programmability including NETCONF, RESTCONF, YANG, on-box Python scripting, streaming telemetry, container-based application hosting, and patching for critical bug fixes. The OS also has built-in defences to protect against runtime attacks • End-to-end visualization of the path from campus/branch to clouds/DC Network and Application Synthetics • SD-Access: form the foundational building block for SD Access: ◦ Policy-based automation from edge to cloud ◦ Simplified segmentation and micro-segmentation, with predictable performance and scalability ◦ Automation						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	◦ Policy handled through the Identity Services Engine (ISE) ◦ Faster launch of new business services and significantly improved issue resolution time ● Plug and Play (PnP) enabled: A simple, secure, unified, and integrated offering to ease new branch or - Advanced security ◦ Encrypted Traffic Analytics (ETA): You benefit from the power of machine learning to identify and take actions toward threats or anomalies in your network, including malware detection in encrypted traffic (without decryption) and distributed anomaly detection ◦ Support for AES-256 with the powerful MACsec 256-bit encryption algorithm available on all models ◦ Trustworthy solutions: Hardware anchored Secure Boot, support for Plug and Play, to						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	verify the identity of the hardware and software campus device rollouts or updates to an existing network.						

13. Server Access Switch: Architecture: Switch with 24-Port 10/100/1000 POE Mbps + 4 10GBASE-T/SFP+ combo ports. Network Media: SFP's 1000 BaseSX,1000BaseLX,1000Ba seTX Performance: The Switch shall have Min. 52 Gbps Back plane or higher The Switch shall have Min 38.69 million pps or higher The Switch shall support Min. 16K Mac address The Switch Should support Jumbo Frame (up to 9216 Bytes) Layer 2 Features: The Switch should have IGMP Snooping v1,v2 and MLD Snooping The Switch should have Spanning tree 802.1d, 802.1w, Support Loopback Detection and G.8032 ERPS The Switch should Support 802.3ad Link Aggregation: 5 groups per device and 8 ports per group The Switch should have Port Mirroring One to one/Many to One The L2 Switch shall have power saving feature which can automatically powers						

down ports that have no link or link partner. The L2 Switch Should support PoE Standard 802.3af & 802.3at The L2 Switch should have minimum 370 watts (30 watts max. per PoE port) of Power Budget 6 kV surge protection on all PoE ports. Switch Should Support Maximum Power Consumption => 390 watts Switch should support Flow Control: 802.3x Flow Control and HOL Blocking Prevention VLAN: The LAN switch shall have IEEE 802.1Q VLAN encapsulation. VLAN Group: Supports 128 static VLAN groups and Max. 4094 VIDs It shall have Management VLAN It shall have Auto Voice and Surveillance VLAN Quality of Service: It shall support 802.1p Priority Queues (4 Queues) Queue Handling mode: WRR & Strict Mode Port-based Bandwidth Control (Rate Limiting) Network Security: The LAN switch shall support Traffic Segmentation It shall support						

	Broadcast/Multicast/Unknown Unicast Storm Control It shall have support DoS Attack Prevention It shall support SSL It shall support IPv6 management Green Technology: Compliant with IEEE 802.3az Energy Efficient Ethernet Operating Temperature -5 to 50 °C (23 to 122 °F) Storage Temperature -40 to 70 °C (-40 to 158 °F) Operating & Storage Humidity 0% to 95% non-condensing Certification: Switch should be CE, FCC, UL, BSMI, VCCI, cUL, LVD, CB, CCC certified						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
14.	Managed PoE Access Switch (48 Ports)						
	Application-Specific Integrated Circuit						
	(ASIC) with programmable pipeline and micro engine capabilities, along with template-based,						
	configurable allocation of Layer 2 and Layer 3 forwarding, Access Control Lists (ACLs), and Quality of						
	Service (QoS) entries						
	x86 CPU complex with 8-GB memory, and 16 GB of flash and external USB 3.0 SSD pluggable storage slot (delivering up to 240GB of storage with an option SSD drive) to host, support 16GB of memory USB 2.0 slot to load system images and set configurations.						
	Up to 1 TBps of local stackable switching bandwidth						
	Deeper buffer and higher scale model options for rich						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	multi-media content delivery applications						
	Flexible and dense uplink offerings with 1G, Multigigabit, 10G, 25G, 40G and 100G in the form of fixed or modular uplinks						
	Easy transition from 10G to 25G with dual-rate optics						
	Flexible downlink options with 1G Copper and Fiber as well as the densest Multigigabit links With a mix of Copper (1G up to 10G) and Fiber (1G up to 25G) supported in a single stack, multiple flexible deployment scenarios are enabled, including 2-Tier, 3-Tier and Hybrid architectures						
	Leading PoE capabilities with up to 384 ports of PoE per stack, PoE+, and high-density IEEE 802.3bt - 60W POE, and 90W POE+ or better						
	Intelligent Power Management, providing power stacking among						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	members for power redundancy						
	redundancy and supplemental power purposes						
	Line-rate, hardware-based Flexible NetFlow (FNF), delivering flow collection of up to 128,000 flows						
	IPv6 support in hardware, providing wire-rate forwarding for IPv6 networks						
	Dual-stack support for IPv4/IPv6 and dynamic hardware forwarding table allocations, for ease of IPv4-to-IPv6 migration						
	Support for both static and dynamic NAT and Port Address Translation (PAT)						
	IEEE 802.1ba AV Bridging (AVB) built in to provide a better audio and video experience through improved time synchronization and QoS						
	Precision Time Protocol (PTP; IEEE 1588v2) provides accurate clock						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	synchronization with sub microsecond accuracy making it suitable for distribution and synchronization of time and frequency over network						
	A modern operating system for the enterprise with support for model-driven						
	programmability including NETCONF, RESTCONF, YANG, on-box Python scripting, streaming						
	telemetry, container-based application hosting, and patching for critical bug fixes. The OS also has						
	built-in defences to protect against runtime attacks						
	End-to-end visualization of the path from campus/branch to clouds/DC						
	Network and Application Synthetics						
	SD-Access: form the foundational building block for SD Access,						
	◦ Policy-based automation from edge to cloud						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	◦ Simplified segmentation and micro-segmentation, with predictable performance and scalability						
	◦ Policy handled through the Identity Services Engine (ISE)						
	◦ Faster launch of new business services and significantly improved issue resolution time						
	Plug and Play (PnP) enabled: A simple, secure, unified, and integrated offering to ease new branch or						
	Advanced security						
	◦ Encrypted Traffic Analytics (ETA): You benefit from the power of machine learning to identify and take						
	actions toward threats or anomalies in your network, including malware detection in encrypted traffic						
	(without decryption) and distributed anomaly detection						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	- Support for AES-256 with the powerful MACsec 256-bit encryption algorithm available on all models - Trustworthy solutions: Hardware anchored Secure Boot - support for Plug and Play, to verify the identity of the hardware and software - campus device rollouts or updates to an existing network						
15.	Patch Cord 1M CAT 6: Cat.6 patch cords will be used for patching in SCS cabinets between switch-side and equipment-side patch panels Shall be provided with RJ 45(8 pin) and 9th offset pin for port detection, connector on both ends shall be male-male. CAT6 patch cords shall fully comply with the EIA/TIA 568-B wiring standards.					800	
16.	Patch Cord 2M CAT 6: Cat.6 patch cords will be used for patching in SCS cabinets between switch-side					800	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	and equipment-side patch panels Shall be provided with RJ 45(8 pin) and 9th offset pin for port detection, connector on both ends shall be male-male. CAT6 patch cords shall fully comply with the EIA/TIA 568-B wiring standards.						
17.	SFP+ Uplink Fiber Cable from Blade enclosure to Switch						
18.	Dual Information Outlet CAT 6, Backbox with faceplate.					1000	
19.	CAT6 Patch Panel 24 ports/48 ports Identification: ID plate, PVC, Transparent color with paper Material: Phosphor Bronze with Nickel Plated Panel: SPCC, 1.5mm thickness with Black (RAL 9005) color painted Jack Bracket Set: ABS, UL 94V-0 Contact Brackets: PC, UL 94V-2, Transparent color Support Bar: SPCC, 1.5 mm thickness with Black (RAL 9005) color painted					72	

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	PCB: FR4, UL 94V-0 Finish: 50 micro-inches Gold plated on plug contact area RJ45 Jack: Housing: PBT+ Glass fiber UL94V-0 Contact Brackets: PBT+ Glass fiber UL94V-0 Black Color						

8.2.11.1.3 FTTP Network

Table 52 - Track 3 - FTTP Network Bill of Material compliance sheet

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
1.	Routing Server: 2*3rd Gen Intel® Xeon® Scalable processors (Preferred Platinum/Gold)					4	
	Capacity up to 28 cores per processor, 2.4 GHz or better ,35MB Cache,9.60GT/s QPI, Turbo, HT, 12Core (120W)						
	2*32GB LRDIMM, 2133 MT/s, Quad Rank, x4 Data Width						
	1*1.2TB Hard Drive SAS 12Gbps 10k 512n 2.5in Hot-Plug, PERC H330 Integrated RAID Controller						
	QLogic 57810 Dual Port 10Gb Base- T Network Adapter, On-Board LOM 1GBE (Quad Port), Dual Port 8Gb Fibre Channel						
	HBA Fan for 2 CPUs Ready Rails Sliding Rails With Cable Management Arm.						
	Warranty 5 year						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
2.	Router OS: Shall supports multi-core and multi-CPU computers, Wireless Access Point, wireless client and bridge mode, RIP,OSPF,BGP protocols					4	
	Unlimited EoIP and PPPoE tunnels						
	Unlimited PPTP, L2TP and OVPN tunnels						
	Unlimited VLAN interfaces, P2P firewall and NAT rules						
	Unlimited HotSpot active users, RADIUS client, WEB Proxy, Unlimited Queues						
	Synchronous interfaces and unlimited User manager active sessions.						
3.	EDFA: High Quality Erbium Doped Fiber Amplifier 16* 4 Port or suitable configuration as per requirement. 19" Rack mountable Aluminium Material					2	
	Compatible with Wavelength 1310/1490/1550nm						
	Shall be compatible with any FTTx PON Technology:						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	EPON/GEPON, GPON, BPON, DPON						
	Certification: CE, ISO, RoHS						
4.	16 PORT XPON Optical line termination (OLT): Open Platform Support					2	
	Shall meet ITU-T G984/G.988 standard						
	16 port GPON OLT, 4*1GE(SFP)/10GE(SFP+) Uplink						
	Automatic configuration, Automatic upgrade, EMS/Web/Telnet/CLI management						
5.	ONU: Optical Network Unit/ Optical Network termination 1GE+1FE+WiFi+CATV, Dual Mode (can access GPON/EPON< OLTS)					2100	
	Wavelength Support: Tx1310nm, Rx 1490nm, CATV 1550nm						
	Compliant with IEEE802.11b/g/n, Operating frequency: 2.400-2.4835GHz						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Shall support MIMO, rate up to 300Mbps, 2T2R, 2 external antenna 5dBi Support: multiple SSID						
	Plug and play, integrated auto-detecting, auto-configuration, and auto firmware upgrade technology						
	Full compliance to IEEE 802.3ah specification & OAM function.						
	Shall support rich VLAN, DHCP Server, and IGMP snooping multicast feature.						
	Advantage traffic management, Advanced Dynamic Bandwidth Allocation (DBA)						
	The WAN port supports bridge or router mode.						
	Advanced L2 features QinQ VLAN & QoS support.						
	Shall support NAT, Firewall function.						
	Shall support Console/ Telnet/ NMS management interface for ease of operation and maintenance						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Shall support 2K MAC address table.						
	Fully compatibility with OLT based on Broadcom/PMC/Cortina chipset.						
6.	Fiber Optic Automatic Splicing Machine: 5-inch color LCD display					2	
	Typical 8s splicing with single mode fiber						
	Auto heater, Integrated cooling tray						
	Graphical buttons and Smart GUI interface						
	Dual Axis Observation: Simultaneous X and Y views with 180 times magnification, X or view with 360 times magnification						
7.	Laser Meter: Laser Distance Meter with Bluetooth & Inbuilt Camera					4	
	Measuring Distance Up to 80 Meters or better						
	laser- Red & class 2						
	Digital Viewfinder						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Android & iOS Application support						
	Dust & Splashproof- IP54						
8.	Power Meter: Shall support lighting and backlight switch						
	Shall support automatic shutdown						
	Shall support wavelength memory function						
	Shall support SC interface / FC interface / ST interface						
	Shall support frequency identification(optional)						
9.	PLC Splitter 1:2, 1:4, 1:8,1:16 Shall be installed as per requirement, Rack mount/ wall mount/ Box type/Frame type as per surface & size.					75 (each)	
	Low Insertion Loss						
	Low PDL (Polarization Dependent Loss)						
	Wide Operating Wavelength: From 1260nm to 1650nm						
	Conformed to RoHS, GR 1221 Compliant						

#	Technical Specifications	Proposed Make & Model	Proposed Technical Specifications	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
10.	OF Patch Cable LC-SC/SC-SC/LC-LC, 1-meter, Single Mode duplex					1000	
	Shall Support OS2/OM5/OM4/OM3/OM2/O M1 fiber types						
	Factory terminated and tested for insertion loss, return loss and end face.						
	RoHS, ISO 9001, CE, REACH, WEEE Compliant						
	Shall comply with TIA 604 (FOCIS), IEC 61754						
11.	FWDM Converter					3000	

8.2.11.2 Track 4: Upgradation of Library and Other Facility upgradation

8.2.11.2.1 Library Experience Centre

Table 53 - Track 4 - Library Experience Centre Bill of Material compliance sheet

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
1.	Video Wall				3	
	Touch Screen, 3x2					
	Pixel Pitch: 0.781mm or better					
	LED Type: Commercial grade 3-in-1 Black SMD					
	Cabinet Resolution 768 x 432 LEDs per Cabinet 331,776 Pixel Density 1,638,400 / sq m 152,212 / sq ft					
	Modules/Cabinet (W x H) 4 x 2, Module Resolution 192 x 216, LEDs per Module 41,472					
	Module Size 150 x 168.75mm 5.91 x 6.64in Power Consumption, Maximum (watts) 150 / Cabinet 741 / sq m Power Consumption, Typical (watts) 50 / Cabinet 247 / sq m Line Voltage 100-240V AC, 50/60Hz auto ranging					
	Mounted Depth 400 Contrast Ratio > 6,000:1 Brightness Uniformity >97% Color Uniformity >97%					
	Color Gamut 100% NTSC LED Refresh Rate 1,920 Hz Color Temperature, Adjustable (k) 3,200 - 9,300					
	Viewing Angle, Horizontal 160° Viewing Angle, Vertical 140° Video Inputs (LED Cabinet) 2x HDMI in, 2x HDMI out; HDCP Compliant					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Video Input Resolution Maximum 1920 x 1080 @ 60Hz Frame Rate 50, 60Hz					
	Control Input Type RS232 or Ethernet Gray Scale Processing 16-bit per color processing, 10-bit per color displayed Installation and Service Access: Front LED Lifetime: Typical 100,000 HRS Environment : Indoor Power Supply :Offboard Redundant Optional Hot Swap					
	Protection :IP30 Acoustic Noise :Fanless Operation Operating Temperature/Humidity (degrees F/C): 10-80% relative humidity, noncondensing -10° to 40° C 14° to 104° F Storage Temperature/Humidity (degrees F/C): 10-85% relative humidity, noncondensing -20° to 60° C -4° to 140° F Regulatory Compliance: NRTL UL 60950-1, FCC Class A, CE EN60950-1, EN 55032 Class A and EN 55024, WEEE, CISPR 32/2015					
	Video Inputs (Controller) 4x HDMI 2.0 (w/ HDCP 2.2), 1x DisplayPort 1.2 Video Outputs (Controller) 9-Output Controller: 9x RJ45 8P8C, 1x DisplayPort 1.2 4-Output Controller: 4x RJ45 8P8C, 1x DisplayPort 1.2 Video Extension built-in 200 ft/60m over STP CAT6 Control IR Remote, RS232, Ethernet, Touch Technology : MultiTouch, 32 or better Fiber Video Extension Module Option: 1 RU rack mount module drives up to 4 outputs Fiber Video Extension Module Outputs :SFP multi-					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	mode transceivers supports distances up to 300m from wall Single mode compatible up to 10k from the wall					
2.	Projector				1	
	Resolution: 1,024,000 pixels (1,280 x 800) or better					
	Panel Size: 0.65 inch					
	Brightness: 3,500 lumen Or better					
	Color Reproduction: 1,073,000,000 colors					
	Contrast Ratio Native: 2,000:1					
	High: 10,000:1					
	Projection Screen Size 30" to 300"					
	Projection Distance 100 to 1,000 cm					
	Throw Ratio: 1.55-1.7					
	Lamp life High-pressure mercury lamp					
	Lamp Life Standard: 4,500 hours (190 W)					
	Eco mode 1: 6,000 hours (190 W)					
	RGB Signal (Analog, Digital) Real display: WXGA, XGA, SVGA, VGA					
	Compressed representation: UXGA, SXGA					
	Input signals NTSC, PAL, SECAM, NTSC4.43, PAL-M, PAL-60					
	Analog RGB compatible scanning frequency Horizontal: 30 to 100 kHz					
	Vertical: 50 to 85 Hz					
	Zoom Ratio: 1.1 (manual)					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Connection Port Mini D-SUB15pin x 3 (Computer 1 IN, Computer 2 IN, Monitor OUT), Mini DIN 4pin x 1, RCA 1pin x 1, D-SUB 9pin x 1 (RS-232C), Mini Jack x 3 (Audio1 IN, Audio2 IN, Audio OUT), USB-TYPE-minB x1, HDMI(1.4) x 1					
	Primary Features Mute (Blank), Freeze, Re-size (Magnify), Eco mode, 3D projection (Ready), Wall Color mode, Security bar, Kensington lock					
	Built-in Speaker: 2 W mono					
	Power Source: 100 - 240 V, 50/60 Hz					
	Consumables Replacement lamp :Type14					
	Accessories					
	Accessories RGB cable, Power cable, CD-ROM and manual, Remote control with batteries, Lens cap, Carrying case					
	Operating Temperature 5°C - 40°C					
	Operating Humidity 80%					
	Storage Temperature 20 - 60°C					
	Noise Standard: 34 dB					
	Eco: 31 dB					
3.	Projector Screen				1	
	240" 16:10 or above motorized projection screen with RF remote Size & features will be checked with space available.					
4.	Loudspeakers				2	
	2-way passive loudspeaker, Elements: 6½" woofer + 1" TWT					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	- Power handling (100 V Line): 32 W (312 ohm) / 16 W (625 ohm) / 8 W (1k2 ohm) / 4 W (2k5 ohm). - Power handling (70 V Line): 16 W (326 ohm) / 8 W (612 ohm) / 4 W (12k23 ohm) / 2 W (2k45 ohm). - Power handling (8 ohm): 60 W AES// 200 W peak,					
	Input connector in form of Euroblock,					
	Sensitivity (1W/1m): 92 dB, Max SPL: 109 dB,					
	Frequency response: 80 Hz - 20 kHz					
5.	Wireless Microphone				2	
	- Wireless Hand Microphone set: Excellent live sound featuring True diversity receiver with metal housing, - Automatic frequency management and synchronization via remote channel for easy setup, - Fully tunable over a wide range of UHF frequencies, - Rack mount kit included, Up to 12 compatible channels					
6.	Wireless LAVALIER Microphone				2	
	- Unobtrusive clip-on microphone for hands-free operation and compact body pack transmitter True diversity receiver with metal housing, External antennas. - Automatic frequency management and synchronization via remote channel for easy setup					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	- Fully tunable over a wide range of UHF frequencies, - Rack mount kit included, Up to 12 compatible channels					
7.	6 Port Audio Mixer				1	
	- Frame sizes 6+2, 8+2 and 12+2 ,2 configurable auxiliary buses - XLR-type and ¼" metal jack connector sockets, - RCA phone stereo playback inputs and record outputs, 2-band EQ with a swept mid -on mono inputs, 2-band EQ on stereo inputs, TRS insert sockets and inserts on all mono inputs and mix output - Ten -segment LED output metering, Intuitive and comprehensive solo system, Headphone output. - Easily rack mountable					
8.	9U or Suitable rack for Library Experience Center.				1	
	9U 19" AV Equipment Rack complying with all indoor rack standards Approximate or above 132 lb (60 kg) weight capacity - Reversible door Vented top for air flow, - Mount for 120mm fans, - Removable side panels with lock, - Glass door with lock					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
9.	Suitable illumination to be provided with the help of appropriate lighting, acoustics & control panel for various events.				1	
10.	Tablets				3	
	OS: Android 10 or better					
	Processor Speed, Type: Octa Core (4x2.3GHz + 4x1.8GHz) or better Processor: MediaTek MT8768N or Qualcomm Snapdragon 662					
	Color: As per Clients approval.					
	Battery Type and Size: Li-Ion 5,100mAh, Non removable					
	Internal Memory :4GB(RAM) + 64GB					
	External memory: MicroSD (Up to 1TB)					
	Connectivity: Wi-Fi 802.11 a/b/g/n/ac 2.4G+5GHz, VHT80, Blue tooth v5.0					
	GPS, GLONASS, Wi-Fi direct, 3.5 mm jack, PC sync.					
	Display resolution: 1340 x 800 (WXGA+) or better, 8.7" TFT or better, Depth :16M or better					
	2 Stereo Speakers					
	Video Playing Format:MP4, M4V,3GP,3G2, AVI, FLV,MKV,WEBM Video Playing Resolution: FHD (1920 x 1080)@30fps					
	Audio Playing Format: MP3, M4A,3GA,AAC,OGG,OGA,WAV,AMR,AWB,FLAC,MID, MIDI,XMF,MXMF,IMY,RTTTL,RTX,OTA					
11.	Split/Cassette Air Conditioning Units: 3 Ton/1.5 Ton				1	

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	Split Type or Cassette type AC are planned for Data center, Library experience center & PMC unit, Bidder to conduct survey & estimate the cooling required for these units. Almost Silent (Low dB level) operation of A.C is important, considering Library experience center, conference rooms, etc. Air Flow Volume :958/908/874/814/785 CFM (High/Mid 2/Mid 1/Low 2/Low 1) Cooling Capacity: 10500 Watt /according to capacity Running Current (Cooling/Heating) In Amps: 8.25/6.31/6.67 Refrigerant Type: R-32/ R-410a or better Noise Level (Indoor Unit): 53/52/51/49/48 dB (High/Mid 2/Mid 1/Low 2/Low 1) Moisture Removal (Litres/Hour) : 3.80 Indian Seasonal Energy Efficiency Ratio (ISEER): 2.80 or better Indoor & Outdoor unit with required piping & accessories.					
12.	Office Chairs				10	
	Ergonomically designed fabric upholstered high back revolving chair for use of official's/meeting purposes. The polyurethane foam shall be as per manufacturer's specification.					
	The Seat and Back Cushion of the chairs should be pressed on 12mm hot press molded ply. The seat cushion of the chair should be made up of 50mm thick High Density of 45±2 Kg/m3 polyurethane					

#	Technical Specifications	Make & Model	Technical Compliance (Yes/ No)	Deviation comments	Minimum Quantity	Proposed Quantity
	foam and back cushion should be made up of 38mm thick High-Density 33±2 Kg/m3.					
	The hardness of foam shall be 20 kg on hampden machine, and 25% compression and it should be covered with fabric as per manufacturer's shade card. (Fabric color shall be approved by concern official)					
	The arms of the chairs should be black as per manufacturer specification. The Gas lift mechanism should be tested as per BIFMA X 05.01.2002 Standards. NOTE: The back and base of chair should be supplied with black polypropylene molded covers. (Fabric color shall be approved by concern official) Overall Height of chair should be minimum 1225 mm (Inclusive of maximum adjustment of gas lift mechanism) All material should be used of relevant ISI specification and as approved by the concerned officer.					
	The tilting mechanism should be synchro-tilt mechanism as per international ergonomics standards any position locking.					
	The pedestal should be five-legged injection moulded in black 30% glass -filled nylon and fitted with 5 nos twin wheel castors.					

8.2.11.2.2 Project Management Centre

Table 54 - Track 4 - Project Management Centre Bill of Material compliance sheet

#	Technical Requirements	Make & Model	Technical Compliance (yes/No)	Deviation with Justification	Minimum quantity	Proposed Quantity
	Project Management Centre:					
1.	Conference/Meeting Room Table for PMC				1	
	Consider conference/discussion room Table with the following specifications: - The table is to be supplied in completely knock down conditions for assembly at site. The construction of the main table shall be free standing structure constructed with the help of mini-fix dowels and pins. The table should be made up of min 32mm thick Plywood with balancing laminate. Top is finished with 1 mm thick laminate of Merino or equivalent make. The table should have edge finished with matching tape or laminate. The Plywood/ Board shall be of waterproof Interior Grade as per IS specifications.					
	The table connections must be made in such a way that no gaps should be seen in between the tables. The provision of Wire carrier shall be as per manufacturer specifications. Table shall be made in following configuration: - 1) Conference Table 13-Seater -1 nos (9000 mm x 600 mm) shall be divided into 6 pieces of 1350x600mm and 1 piece of 900x600mm so that it remain modular / changeable; can be used as workstation place.					

#	Technical Requirements	Make & Model	Technical Compliance (yes/No)	Deviation with Justification	Minimum quantity	Proposed Quantity
	Cable cubby for users with 1 power, 1 USB Power and 4 holes for 1 HDMI and 2 LAN Cable.					
2.	Workstation Units				10	
	Computer work unit of minimum dimension 1200mm (W) x 600mm (D) x 760mm (H) with ample storage (drawer unit) provisions suitable as per space allocated, with a 50mm thick panel on either sides of total height 2100mm. A variation of +/-150mm either side shall be tolerable as/availability of product. The color and texture of laminate, fabric etc. shall be a combination as decided by client. The unit shall have a cabinets / drawers unit as per drawing provided. The drawers shall be supported on telescopic runners. All the handles shall be S.S brushed finish and to be as per approval by client.					
	The workstation shall be made up of 19mm BWP block board (in different thicknesses as per requirement of the design) finished in machine pressed 1.0mm laminate color as decided by the client.					
	The side and rear, 2100mm high partition panel of 50mm width, made up of multiple layers of 12mm / 19mm block board with outer finished paneling of laminate and tackable fabric. This partition member shall have in it a hollow space to run the Data and power cables, + space for recessed switch plate as per drawing provided, the said partition panels to have partly toughened glass verticals as design elements. The tack-					

#	Technical Requirements	Make & Model	Technical Compliance (yes/No)	Deviation with Justification	Minimum quantity	Proposed Quantity
	able fabric shall be mounted on 12mm soft board including a set of trays with it.					
	The lower portion shall have hinged shutter doors as per drawing, with spring loaded self-closing hinges. All the drawers, cabinets shall have a tumbler locking mechanism classic furniture pad lock with steel/ nickel finish.					
	The flat exposed edges shall be sealed with 4mm thick teak wood lipping duly duco painted in matching color to the laminate around. The unit shall be complete in all respect including making space & provisions for electrical agency for laying of wiring (telephone, power, data and voice) in provided raceways and provisions for fixing of switch plates, switches, sockets etc. The complete unit shall be having wire managers, required accessories etc					
	The side table should be of premium quality. It should be 0.95 cm thick float glass with high Quality teak wood framing / MS ERU high quality chrome plated framing. Material should be used of relevant ISI specification and as approved by the concerned officer. Approx. Size shall be - 450mm (W)x 450mm(D)x 425 mm (H) (min) NOTE: The side table & center table should be from the same model/alike.					
3.	Wooden Storage Units for File Storage				3	
	File / storage cabinets in sizes as per site requirements made up of BWP block board (of different thicknesses					

#	Technical Requirements	Make & Model	Technical Compliance (yes/No)	Deviation with Justification	Minimum quantity	Proposed Quantity
	as/ design) finished in machine pressed laminate (color / texture to be as decided by FSSAI/ matching to the adjoining work stations / wood work. A variation of up to 50mm in either dimension shall be tolerable for getting the desired product in mentioned makes.					
	The inside to be finished in 1mm thick laminate or matching to the exteriors. A-class teak wood 4mm lipping / 2mm thick taping shall be used as lipping etc. wherever required, to be polished to match same shade as laminate.					
	Cabinets to be made with all necessary fittings and fixtures such as telescopic channels, hinges, magnetic catchers and handles (S.S. brushed finish) , proper locking mechanism, pad lock with steel/ nickel finish.					
	The cabinet shall be mounted either on floor or wall using 6 - 12mm waterproof ply as backing with wooden anchors placed @ 300mm c/c on wall. The item shall include making good any holes, wire managers, + fixing on wall wherever required.					
4.	Projector Screen				1	
	75"4K UHD (3840x2160) LED display, HDMI, DVI, DP, VGA, Video IN, Component, USB, RS232, Audio IN, 20W in built Speaker, IPS LED Display, USB Media Player, Audio input search, Auto Sleep, Auto Wakeup, Auto Source Detect & wall mount kit.					
5.	Wireless Presentation solution with 1 USB Dongle for Connectivity.				1	

#	Technical Requirements	Make & Model	Technical Compliance (yes/No)	Deviation with Justification	Minimum quantity	Proposed Quantity
6.	Required lighting arrangement for Project management center to be made by bidder, 36/15/8/6 watt down lighter at suitable positions & 15/18/24-watt LED tube on walls. Use of professional light & control panel for leveraging experience of users.				1	

8.2.12 Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.2.13 Breakdown of Cost Components

Please refer the BOQ document shared with this RFP for the format of cost breakdown. This BOQ **without price** needs to be provided. The bid having the BOQ mentioned with price in technical bid will be rejected by MLS.

8.3 FINANCIAL BID FORMATS

8.3.1 Financial Bid Covering Letter

(To be submitted on the Letterhead of the bidder)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Ref No: xxxxx

Subject: Submission of bid in response to the Request for Proposal for selection for system integrator for design, development, integration, testing, implementation, and maintenance of solutions for 'design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat'

We, the undersigned bidders, having read and examined in detail all the bidding documents in respect of "Selection of system integrator for design, development, integration, testing, implementation and maintenance of MLS Information Portal and digitization of MLS documents" do hereby propose to provide Services as specified in the bidding documents number _____.

1. Price and Validity:

- a) All the prices mentioned in our Bid are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
- b) We are an entity registered in India and do hereby confirm that our Bid price (Total Contract Value in this Financial bid) **is inclusive of all applicable taxes, levies, and GST**. However, GST is quoted separately under relevant sections.
- c) The prices that we have offered, will remain fixed and not be subject to escalation for any reason whatsoever within the period of Contract.
- d) We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. Unit Rate:

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

3. Deviations:

We hereby declare that all terms and conditions mentioned in the RFP documents (including all 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

4. Bid Price:

We further confirm that the prices stated in our Bid are in accordance with your Instruction to bidders included in RFP documents.

We declare that our Bid Prices of an Amount of Rs_____ (in Figures), INR_____ (in words), inclusive of all applicable taxes, levies and GST 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.

5. Qualifying Data:

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

6. Performance Guarantee:

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee security amount as per the requirement mentioned in RFP documents.

7. Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Bid.
8. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive. We confirm that we are solely responsible for this Financial Bid.
9. 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.
10. We confirm that 'no Technical deviations' are attached here with this Financial offer.

Thanking you,

We remain,

Yours sincerely,

Dated this____Day of____<Month and Year>

(Signature of authorized signatory of bidder)

(In the capacity of)

(Name)

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

(Name and Address of Company)

Seal/Stamp of bidder

8.3.2 Breakdown of Cost Components

Please refer the BOQ document shared with this RFP for the format of cost breakdown.

General Instructions:

1. Bidder should provide all prices as per the prescribed format under the formats mentioned in the BOQ document. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (Zero) in all such fields.
2. All the prices are to be entered in Indian Rupees ONLY
3. All unit rates indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.
4. The prices should also be inclusive of comprehensive warranty till end date of the contract period.
5. GST would be levied as applicable from time to time on the services of MSP
6. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
7. MLS reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated.
8. MLS shall consider all Taxes, Duties & Levies for the purpose of Evaluation
9. The Selected bidder needs to account for all Out-of-Pocket expenses due to Boarding, Lodging and other related items.
10. The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, MLS, retains the right to negotiate this rate for future requirement.
11. Billing should be ex-Mumbai and the selected bidder would have to arrange his own waybill.

8.4 OTHER BID FORMATS

8.4.1 Pre-bid queries

Table 55 - Pre-bid queries on RFP

Bidder's Request for Clarification				
<Name and complete official address of Organization submitting query / request for clarification>		<Provide the Telephone, Fax, E-mail of the organization>		
		Tel:		
		Fax:		
		Email:		
#	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				
3.				

Signature:

Name of the Authorized signatory:

Company seal (of Lead bidder in case of Consortium):

Date and Stamped

8.4.2 Bank Guarantee for Earnest Money Deposit (EMD)

(To be submitted on the Letterhead of the bidder)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Whereas <<name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for Selection of Managed Service Provider (MSP) for design, development, implementation and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat (hereinafter called "the Bid") to Maharashtra Legislature Secretariat

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Maharashtra Legislature Secretariat (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed.

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto <<*insert date*>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<*insert date*>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

8.4.3 Performance Bank Guarantee

(To be submitted on the Letterhead of the bidder)

{Location, Date}

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

Whereas <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide Implementation services for Selection of Managed Service Provider (MSP) for design, development, implementation, and operations of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<insert value>> (rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid up to <<insert expiry date>>)

- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

8.4.4 Authorization letter for attending Pre-Bid meetings / Bid opening

(To be provided on the letter head of bidder)

No.....

Date.....

To

Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

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

Sir,

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

- Pre-bid Meeting to be held on.....at.....A.M./P.M.
- Bid Opening on..... At..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp (of lead bidder in case of Consortium):

8.4.5 Sample Change Control Note

Table 56 - Sample Change Control Note

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

Section 9:

Annexures

9 SECTION 9: ANNEXURES

9.1 ANNEXURE 1 - LIST OF DOCUMENTS TO BE DIGITALIZED

The total 1,62,20,981 documents are to be digitalized. The breakup of the same by 'Type of document' and 'Department (Branch)' wise are depicted in tables below just for the easy reference.

9.1.1 Type of document wise

Table 57 - List of documents to be digitalized (Type of document & phase wise)

#	Type of document	No of Pages	To be digitalized in
1	Mumbai State / Maharashtra Legislative Council Debates (1937 to 2013)	4,00,000	Phase 1
2	Mumbai State / Maharashtra Legislative Assembly Debates (1937 to 2013)	4,00,000	Phase 1
3	Maharashtra Legislative Council Brief Report (1937 onwards)	63,000	Phase 1
4	Maharashtra Legislative Assembly Brief Report (1937 onwards)	63,000	Phase 1
5	Government of Maharashtra Gazette: Part 1 - Divisional Supplement, Part-2, Part-4, Part-5, Part-6, Part-7, Part-8 (1950 onwards)	9,49,000	Phase 2 and 3
6	Government of India Gazette (1950 onwards)	816,000	Phase 2 and 3
7	Budget publications (1960 onwards)	13,21,000	Phase 2 and 3
8	Performance Budget (1960 onwards)	225,000	Phase 2 and 3
9	Reports of various committees of the Legislature (1960 onwards)	3,80,000	Phase 2 and 3
10	Reports of Government-appointed Inquiry Committees	100,000	Phase 2 and 3
11	Book about brief biographical information of Maharashtra Legislative Council and Assembly members (1937 onwards)	15,000	Phase 2 and 3

#	Type of document	No of Pages	To be digitalized in
12	General Election Results Lok Sabha - 1952 to 2019 Mumbai State / Maharashtra Legislative Assembly - 1952 to 2019	8500 48,000	Phase 2 and 3
13	Newspaper clippings on various topics	350,000	Phase 2 and 3
14	Publications of Maharashtra Legislature Secretariat	1,22,800	Phase 2 and 3
15	Documents & files related to Library work 1) Brief biographical information of Members 2) Condolence motions 3) Congratulating motions 4) Periodical subscription files 5) Newspaper Clippings 6) Right to Information Act, 2005	325,000 50,000 10,000 15,000 12,000 2,000	Phase 2 and 3
16	Publications of Government of Maharashtra which are available in public domain and Legal publications of Maharashtra Government	80,000	Phase 2 and 3
17	Publications of Central Government 1. Published by various departments and publicly available publications 2. Legal publications of Central Government	100,000	Phase 2 and 3
18	Publications of Rajya Sabha and Lok Sabha Secretariat	7,000	Phase 2 and 3
19	Publications of Maharashtra Shahitya ani Sanskruti Mandal	10,000	Phase 2 and 3
20	Reports and publications of national and international organizations available in public domain	20,000	Phase 2 and 3
21	Old and rare legal publications	10,000	Phase 2 and 3

#	Type of document	No of Pages	To be digitalized in
22	Census Publications	90,002	Phase 2 and 3
	Total	59,52,300	-
23	Other Departments of Legislature Secretariat	1,09,68,689	-
	Total	1,62,20,981	-

9.1.2 Department (Branch) Wise

Table 58 - List of documents to be digitalized (Department wise)

#	Department name	Total file / Report	Pages (Estimated)	Total pages (Estimated)
1.	E-2 Branch: - (Legislative Council Legislation)	File: 1089 Report: 200	34,15,855 5,000	34,20,855
2.	A Branch: - (Legislative Assembly Legislation)	File: 3,522 Report: ---	4,04,240	4,04,240
3.	E-1 Branch: - (Legislative Council Question Branch)	File: 175 Report: ---	25,500 ---	25,500
4.	B Branch: - (Legislative Assembly Question Branch)	File: 184 Report: ---	21,161 ---	21,161
5.	F Branch: - (Motions & Resolutions, Calling Attention related to Legislative Assembly)	File: 950 Report: ---	74,050 ---	74,050
6.	C-1 Branch: - (Establishment and Budget)	File: 4,000 Report: ---	8,00,000 ---	8,00,000
7.	C-2 Branch: - (Computer)	File: --- Report: ---	10,000	10,000
8.	C-3 Branch: - (Accounting)	File: 1,446 Report: ---	36,600 ---	36,600
9.	D-1: - (Public Accounts Committee)	File: 830 Report: 250	533,000 300,000	833,000

#	Department name	Total file / Report	Pages (Estimated)	Total pages (Estimated)
10.	D-2: - (Committee on Public Undertakings)	File: 450 Report: 100	23,000 15,000	38,000
11.	D-3: - (Committee on Estimates)	File: 3,888 Report: 288	10,817 1,128	11,945 (Information for the year 2020-21)
12.	D-4: - (Committee on Welfare of Scheduled Castes)	File: 442 Report: 97	21,000 9,445	30,445
13.	D-5: - (Committee on Welfare of Vimukta Jatis and Nomadic Tribes)	File: 23 Report: 68	9,900 7,000	16,900
14.	D-6: - (Committee on Panchayati Raj)	File: 142 Report: 185	52,800 10,000	62,800
15.	D-7: - (Committee on Employment Guarantee Scheme)	File: 37 Report: 101	41,747 8,533	50,280
16.	D-8 (Committee on Welfare of Scheduled Tribes)	File: 415 Report: 09	15,000 5,000	20,000
17.	D-9: - (Committee on Petitions - Legislative Assembly)	File: 350 Report: 30	11,000 10,000	21,000
18.	D-9: - (Committee on Rules - Legislative Assembly)	File: 223 Report: 3bound	5,150 1,350	6,500
19.	D-10: - (a) Committee on Privileges - Legislative Assembly (b) Committee on Privileges - Legislative Council	File: 1,290 Report: 70	42,000 8,700	50,700
20.	D-11: - (Committee on Subordinate Legislation)	File: 46 Report: 65	15,997 5,000	20,997
21.	D-12: - (Committee on Welfare of Other Backward Classes)	File: 41 Report: 20	13,783 2,193	15,976

#	Department name	Total file / Report	Pages (Estimated)	Total pages (Estimated)
22.	D-13: - (Committee on Government Assurance - Legislative Council)	File: 379 Report: 201	42,118 60,000	1,02,118
23.	D-14: - (Committee on Government Assurance - Legislative Assembly)	File: 490 Report:	1,35,192	1,35,192
24.	D-15: - Committee on Petitions – Legislative Council	File: 29 Report:	15,045 3,600	18,645
25.	Department D-15 (Committee on Rules – Legislative Council)	File: 37 Report: 08	6,980 146	7,126
26.	D-16: - (Committee on Rights and Welfare of Women and Child)	File: 21 Report: 65	3,630 5,298	8,928
27.	D-17: - (Committee on Marathi Language)	File: 16 Report: 01	4,600 500	5,100
28.	D-18: - (Committee on Welfare of Minority)	File: 38 Report: 04	8,778 535	9,313
29.	Catering Committee	File: 04 Report: ---	240 ---	240
30.	H- Department (Salary and Allowances of Members of the Legislature)	File: 20,250 Report: 100	37,000,000 10,000	37,10,000
31.	H- Department (Pension)	File: 871 Report: ----	67,000 ---	67,000
32.	X Department (Reporting)	File: --- Report: ---	1,000 ---	1,000
33.	X- Department (Tape recording)	Audio/video of the proceedings in both the Houses CDs (2013 to 2020)	Legislative Council: 311 days Assembly: 313 days	Legislative Council: 1,725 hours Assembly: 2,075 hours

#	Department name	Total file / Report	Pages (Estimated)	Total pages (Estimated)
34.	Y department (Translation and Editing)	File: --- Report: ---	10,000 ---	10,000
35.	Department (Public Relations)	File: 255 Report:	1,00,000	1,00,000
36.	G-1 Department (General Department)	File: 1,148 Report: ---	72,400 40,000	1,12,400
37.	G-2 Department (Supplies Department)	File: 200 Report:	10,000	10,000 (from year 2015 to 2021)
38.	Typing Department	File: 20 Report: ---	500 ---	500
39.	VS Page Parliamentary Training Center Department	File: 139 Report: 06	8,470 1,700	10,170
			Other Departments:	1,02,68,681
			Library Department:	59,52,300
			-----	-----
			Total page count:	1,62,20,981

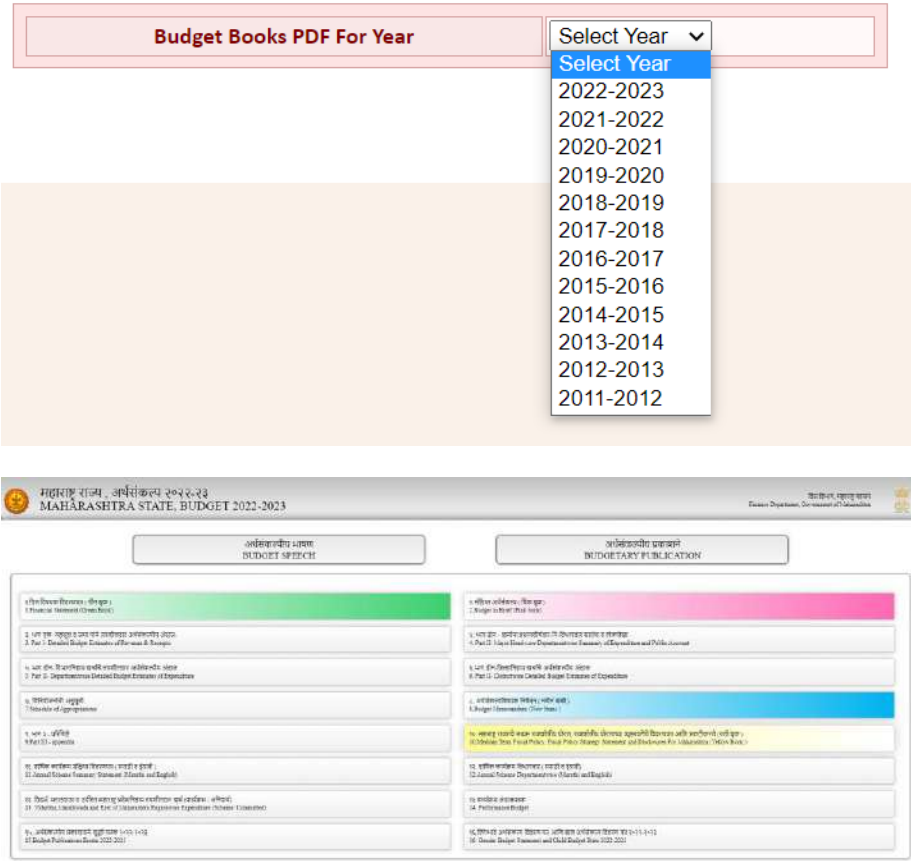
9.2 ANNEXURE 2 – VOLUMETRIC ESTIMATE OF APPLICATION USERS AND CONCURRENT USERS

Table 59 - Volume of users and number of concurrent users for MLS Web Portal and Mobile application

#	Type of stakeholders	Total Number of Users	Total Number of Login Sessions / day	Estimated Avg. Number of Concurrent users	Estimated Peak Number of Concurrent users
1.	Maharashtra Legislature Secretariat (out of 843)	600	360	216	260
2.	Member of Legislative Council	78	47	28	44
3.	Member of Legislative Assembly	288	173	104	134
4.	Ex- MLC and MLA (total 3000, 10%)	600	300	60	83
5.	Maharashtra Government departments staff	-	2,000	100	130

#	Type of stakeholders	Total Number of Users	Total Number of Login Sessions / day	Estimated Avg. Number of Concurrent users	Estimated Peak Number of Concurrent users
6.	Citizens, Reporters, Researchers, University	-	1,000	50	71
7.	Other State Government users	-	500	25	40

9.3 ANNEXURE 3 – REFERENCE OF KEY DOCUMENTS TO BE DIGITALIZED

#	Reference document Name or Type	Document reference or download web link
1	Debates (House proceedings)	Debates of budget session 2011 for Legislative Council and Legislative Assembly have been uploaded at http://mls.org.in/tender.aspx
2	Budget documents	The budget related documents can be referred or downloaded from the following web link. https://beams.mahakosh.gov.in/Beams5/BudgetMVC/MISRPT/MistBudgetBooks.jsp 
3	Documents referred and published by Maharashtra Legislature Secretariat	
3.1	Government Corporation reports	The corporation reports can be referred or downloaded from the following web link.

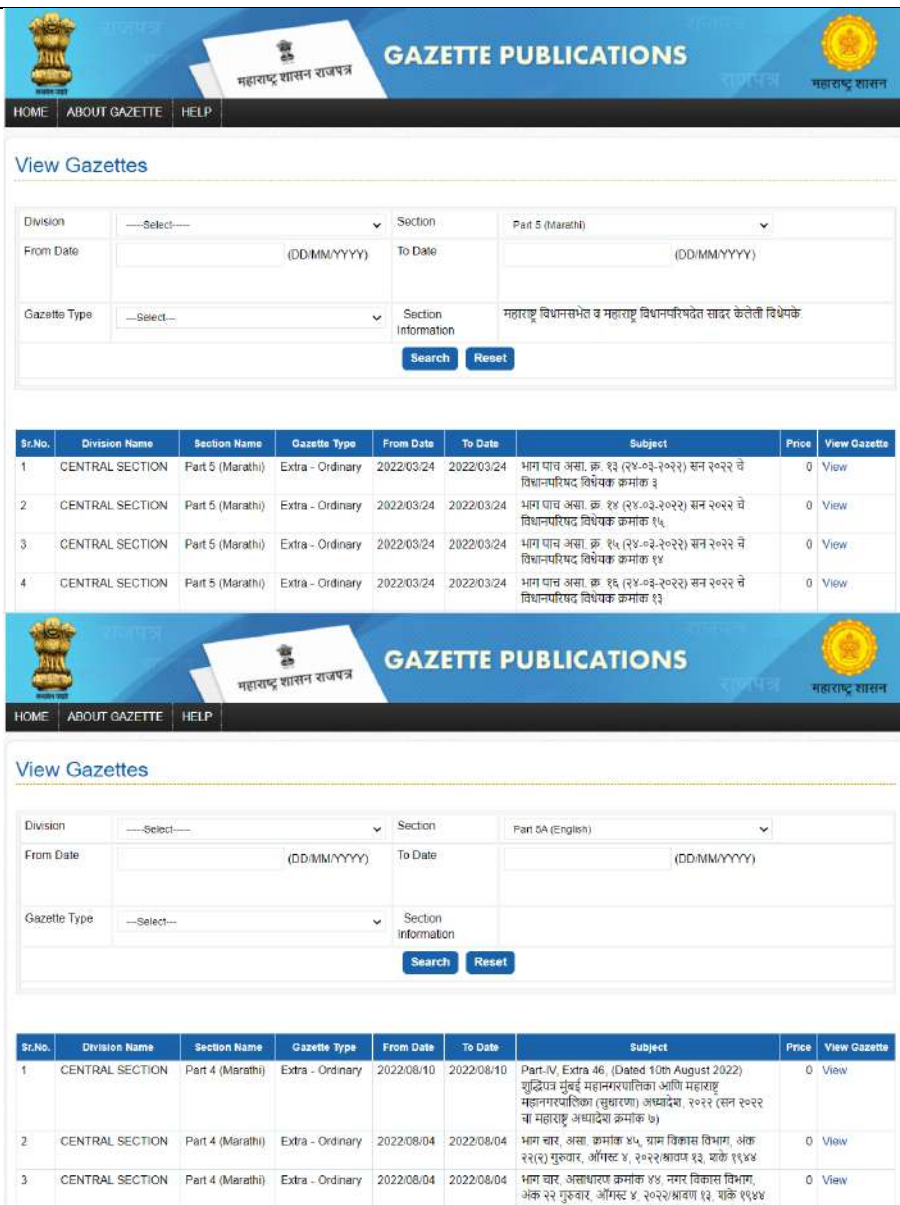
#	Reference document Name or Type	Document reference or download web link
		http://mls.org.in/ahaval.aspx संयुक्त समिती अहवाल ➤ सन २०१६ चे हिवाळी अधिवेशन महामंडळाचे अहवाल ➤ सन २०२२ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२१ चे हिवाळी अधिवेशन ➤ सन २०२१ चे पावसाळी अधिवेशन
3.2	Committee reports	The Committee reports can be referred or downloaded from the following web link. http://mls.org.in/loklekha.aspx# लोकलेखा समिती ➤ सदस्यांची नामनिर्णयकृती (२०२०-२१) ➤ समितीची रचना व कार्यपद्धती ➤ सर्वसाधारण माहिती ➤ अहवाल- बारावी विधानसभा अहवाल- तेरावी विधानसभा पहिला अहवाल दुसरा अहवाल तिसरा अहवाल चौथा अहवाल पाचवा अहवाल सहावा अहवाल सातवा अहवाल आठवा अहवाल नववा अहवाल दहावा अहवाल अकरावा अहवाल बारावा अहवाल तेरावा अहवाल चौदावा अहवाल
3.3	Rules and directions	The Rules and directions of Maharashtra Legislative Council and Legislative Assembly related documents can be referred or downloaded from the following web link.

#	Reference document Name or Type	Document reference or download web link																																																				
		http://mls.org.in/Council E-book.aspx  ई - बुक्स <table><thead><tr><th>अ.क्र.</th><th>पुस्तकाचे नाव</th><th colspan="2">भाषा</th></tr></thead><tbody><tr><td>१</td><td>विधानपरिषद नियम पुस्तिका</td><td>मराठी</td><td>इंग्रजी</td></tr><tr><td>२</td><td>भारताचे संविधान</td><td>मराठी</td><td>इंग्रजी</td></tr><tr><td>३</td><td>सभापतींनी दिलेले निदेश (पाचवी आवृत्ती)</td><td>मराठी</td><td>इंग्रजी</td></tr><tr><td>३</td><td>महाराष्ट्र विधानपरिषद सदस्य (पक्षांतराच्या कारणावरून निरहता) नियम १९८६</td><td>मराठी</td><td>इंग्रजी</td></tr></tbody></table> http://mls.org.in/Assembly E-book.aspx  ई - बुक्स <table><thead><tr><th>अ.क्र.</th><th>पुस्तकाचे नाव</th><th colspan="2">भाषा</th></tr></thead><tbody><tr><td>१</td><td>महाराष्ट्र विधानसभा नियम (अकरावी आवृत्ती)</td><td></td><td>इंग्रजी</td></tr><tr><td>२</td><td>महाराष्ट्र विधानसभा नियम (बारावी आवृत्ती)</td><td>मराठी</td><td></td></tr><tr><td>३</td><td>महाराष्ट्र शासन राजपत्र असाधारण भाग चार - क</td><td>मराठी</td><td>इंग्रजी</td></tr><tr><td>४</td><td>अध्यक्षांनी दिलेले निदेश (आठवी आवृत्ती)</td><td>मराठी</td><td>इंग्रजी</td></tr><tr><td>५</td><td>महाराष्ट्र शासनाच्या मंत्रालयीन विभागांकडे सोपविलेले विषय</td><td>मराठी</td><td></td></tr><tr><td>६</td><td>विधानसभेतील प्रश्नोत्तरे</td><td>मराठी</td><td></td></tr><tr><td>७</td><td>१४ वी महाराष्ट्र विधानसभा २०१९ सदस्यांचा संक्षिप्त जीवन परिचय</td><td>मराठी</td><td></td></tr></tbody></table>	अ.क्र.	पुस्तकाचे नाव	भाषा		१	विधानपरिषद नियम पुस्तिका	मराठी	इंग्रजी	२	भारताचे संविधान	मराठी	इंग्रजी	३	सभापतींनी दिलेले निदेश (पाचवी आवृत्ती)	मराठी	इंग्रजी	३	महाराष्ट्र विधानपरिषद सदस्य (पक्षांतराच्या कारणावरून निरहता) नियम १९८६	मराठी	इंग्रजी	अ.क्र.	पुस्तकाचे नाव	भाषा		१	महाराष्ट्र विधानसभा नियम (अकरावी आवृत्ती)		इंग्रजी	२	महाराष्ट्र विधानसभा नियम (बारावी आवृत्ती)	मराठी		३	महाराष्ट्र शासन राजपत्र असाधारण भाग चार - क	मराठी	इंग्रजी	४	अध्यक्षांनी दिलेले निदेश (आठवी आवृत्ती)	मराठी	इंग्रजी	५	महाराष्ट्र शासनाच्या मंत्रालयीन विभागांकडे सोपविलेले विषय	मराठी		६	विधानसभेतील प्रश्नोत्तरे	मराठी		७	१४ वी महाराष्ट्र विधानसभा २०१९ सदस्यांचा संक्षिप्त जीवन परिचय	मराठी	
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3.4	Starred questions	The Starred Question of Legislative Council and Legislative Assembly document can be referred or downloaded from the following web link.																																																				

		http://mls.org.in/Starred_list_Council.aspx तारांकित प्रश्नोत्तरांची यादी ➤ सन २०२२ चे (पावसाळी) अधिवेशन ➤ सन २०२२ चे (अर्थसंकल्पीय) अधिवेशन ➤ सन २०२१ चे (हिवाळी) अधिवेशन ➤ सन २०२१ चे (अर्थसंकल्पीय) अधिवेशन ➤ सन २०२० चे (अर्थसंकल्पीय) अधिवेशन ➤ सन २०१९ चे पावसाळी अधिवेशन ➤ सन २०१८ चे तृतीय (हिवाळी) अधिवेशन ➤ सन २०१८ चे द्वितीय (पावसाळी) अधिवेशन ➤ सन २०१८ चे प्रथम (अर्थसंकल्पीय) अधिवेशन ➤ सन २०१७ चे हिवाळी अधिवेशन ➤ सन २०१७ चे पावसाळी अधिवेशन ➤ सन २०१७ चे पहिले अधिवेशन ➤ सन २०१६ चे हिवाळी अधिवेशन ➤ सन २०१६ चे द्वितीय (पावसाळी) अधिवेशन ➤ सन २०१६ चे पहिले अधिवेशन ➤ सन २०१५ चे तृतीय अधिवेशन ➤ सन २०१५ चे द्वितीय अधिवेशन ➤ सन २०१५ चे प्रथम अधिवेशन http://mls.org.in/Starred_list_Assembly.aspx तारांकित प्रश्नोत्तरांची यादी ➤ सन २०२१ चे हिवाळी अधिवेशन ➤ सन २०२१ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२० चे अर्थसंकल्पीय अधिवेशन ➤ सन २०१९ चे पावसाळी अधिवेशन ➤ सन २०१८ चे तृतीय (हिवाळी) अधिवेशन ➤ सन २०१८ चे द्वितीय (पावसाळी) अधिवेशन ➤ सन २०१८ चे प्रथम (अर्थसंकल्पीय) अधिवेशन ➤ सन २०१७ चे हिवाळी अधिवेशन ➤ सन २०१७ चे पावसाळी अधिवेशन ➤ सन २०१७ चे प्रथम अधिवेशन ➤ सन २०१६ चे हिवाळी अधिवेशन ➤ सन २०१६ चे द्वितीय अधिवेशन ➤ सन २०१६ चे प्रथम अधिवेशन ➤ सन २०१५ चे तृतीय अधिवेशन ➤ सन २०१५ चे द्वितीय अधिवेशन ➤ सन २०१५ चे प्रथम अधिवेशन ➤ सन २०१४ चे हिवाळी अधिवेशन

#	Reference document Name or Type	Document reference or download web link														
3.5	Unstarred questions	The Unstarred Question of Legislative Council and Legislative Assembly document can be referred or downloaded from the following web link. http://mls.org.in/atarankit-yadi-council.aspx अतारांकित यादी - विधानपरिषद ➤ अतारांकित प्रश्नोत्तरांची यादी (पावसाळी) अधिवेशन २०२२ ➤ अतारांकित प्रश्नोत्तरांची यादी (अर्थसंकल्पीय) अधिवेशन २०२२ ➤ अतारांकित प्रश्नोत्तरांची यादी (हिवाळी) अधिवेशन २०२१ ➤ अतारांकित प्रश्नोत्तरांची यादी (पावसाळी) अधिवेशन २०२१ ➤ अतारांकित प्रश्नोत्तरांची यादी (अर्थसंकल्पीय) अधिवेशन २०२१ ➤ अतारांकित प्रश्नोत्तरांची यादी (हिवाळी) अधिवेशन २०२० ➤ अतारांकित प्रश्नोत्तरांची यादी (पावसाळी) अधिवेशन २०२० ➤ अतारांकित प्रश्नोत्तरांची यादी (हिवाळी) अधिवेशन २०१९ ➤ अतारांकित प्रश्नोत्तरांची यादी द्वितीय (पावसाळी) अधिवेशन २०१९ ➤ अतारांकित प्रश्नोत्तरांची यादी प्रथम (अर्थसंकल्पीय) अधिवेशन २०१९ ➤ अतारांकित प्रश्नोत्तरांची यादी तृतीय (हिवाळी) अधिवेशन २०१८ ➤ अतारांकित प्रश्नोत्तरांची यादी द्वितीय (पावसाळी) अधिवेशन २०१८ ➤ अतारांकित प्रश्नोत्तरांची यादी प्रथम (अर्थसंकल्पीय) अधिवेशन २०१८ ➤ अतारांकित प्रश्नोत्तरांची यादी हिवाळी अधिवेशन २०१७ ➤ अतारांकित प्रश्नोत्तरांची यादी पावसाळी अधिवेशन २०१७ ➤ अतारांकित प्रश्नोत्तरांची यादी अर्थसंकल्पीय अधिवेशन २०१७ ➤ अतारांकित प्रश्नोत्तरांची यादी हिवाळी अधिवेशन २०१६ ➤ अतारांकित प्रश्नोत्तरांची यादी पावसाळी अधिवेशन २०१६ http://mls.org.in/atarankit-yadi-assembly.aspx <table><thead><tr><th>अतारांकित प्रश्नांची यादी</th></tr></thead><tbody><tr><td>प्रथम (अर्थसंकल्पीय) अधिवेशन २०१५ (क्र. १-१०)</td></tr><tr><td>द्वितीय (पावसाळी) अधिवेशन २०१५ (क्र. ११-३८)</td></tr><tr><td>तृतीय (हिवाळी) अधिवेशन २०१५ (क्र. ३९ - ५८)</td></tr><tr><td>प्रथम (अर्थसंकल्पीय) अधिवेशन २०१६ (क्र. ५९ - १०९)</td></tr><tr><td>द्वितीय (पावसाळी) अधिवेशन २०१६ (क्र. ११० - २००)</td></tr><tr><td>तृतीय (हिवाळी) अधिवेशन २०१६ (क्र. २०१ - २५९)</td></tr><tr><td>प्रथम (अर्थसंकल्पीय) अधिवेशन २०१७ (क्र. २६० - २९२)</td></tr><tr><td>तृतीय (पावसाळी) अधिवेशन २०१७ (क्र. २९३ - ३४६)</td></tr><tr><td>चतुर्थ (हिवाळी) अधिवेशन २०१७ (क्र. ३४७ - ३८५)</td></tr><tr><td>प्रथम (अर्थसंकल्पीय) अधिवेशन २०१८ (क्र. ३८६ - ४१८)</td></tr><tr><td>द्वितीय (पावसाळी) अधिवेशन २०१८ (क्र. ४१९ - ४५६)</td></tr><tr><td>तृतीय (हिवाळी) अधिवेशन २०१८ (क्र. ४५७ - ५१२)</td></tr><tr><td>प्रथम (अर्थसंकल्पीय) अधिवेशन २०१९ (क्र. ५१३ - ५५७)</td></tr></tbody></table>	अतारांकित प्रश्नांची यादी	प्रथम (अर्थसंकल्पीय) अधिवेशन २०१५ (क्र. १-१०)	द्वितीय (पावसाळी) अधिवेशन २०१५ (क्र. ११-३८)	तृतीय (हिवाळी) अधिवेशन २०१५ (क्र. ३९ - ५८)	प्रथम (अर्थसंकल्पीय) अधिवेशन २०१६ (क्र. ५९ - १०९)	द्वितीय (पावसाळी) अधिवेशन २०१६ (क्र. ११० - २००)	तृतीय (हिवाळी) अधिवेशन २०१६ (क्र. २०१ - २५९)	प्रथम (अर्थसंकल्पीय) अधिवेशन २०१७ (क्र. २६० - २९२)	तृतीय (पावसाळी) अधिवेशन २०१७ (क्र. २९३ - ३४६)	चतुर्थ (हिवाळी) अधिवेशन २०१७ (क्र. ३४७ - ३८५)	प्रथम (अर्थसंकल्पीय) अधिवेशन २०१८ (क्र. ३८६ - ४१८)	द्वितीय (पावसाळी) अधिवेशन २०१८ (क्र. ४१९ - ४५६)	तृतीय (हिवाळी) अधिवेशन २०१८ (क्र. ४५७ - ५१२)	प्रथम (अर्थसंकल्पीय) अधिवेशन २०१९ (क्र. ५१३ - ५५७)
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तृतीय (हिवाळी) अधिवेशन २०१५ (क्र. ३९ - ५८)																
प्रथम (अर्थसंकल्पीय) अधिवेशन २०१६ (क्र. ५९ - १०९)																
द्वितीय (पावसाळी) अधिवेशन २०१६ (क्र. ११० - २००)																
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प्रथम (अर्थसंकल्पीय) अधिवेशन २०१९ (क्र. ५१३ - ५५७)																

#	Reference document Name or Type	Document reference or download web link
3.6	Order of the day	The order of the day document of Legislative Council and Legislative Assembly can be referred or downloaded from the following web link. http://mls.org.in/OrderOfDayCouncil.aspx दिवसांच्या कामकाजाचा क्रम (विधानपरिषद) ➤ सन २०२२ चे पावसाळी अधिवेशन ➤ सन २०२२ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२१ चे हिवाळी अधिवेशन ➤ सन २०२१ चे पावसाळी अधिवेशन ➤ सन २०२१ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२० चे हिवाळी अधिवेशन ➤ सन २०२० चे पावसाळी अधिवेशन ➤ सन २०२० चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२० चे विशेष अधिवेशन ➤ सन २०१९ चे चतुर्थ अधिवेशन (हिवाळी) ➤ सन २०१९ चे तृतीय विशेष अधिवेशन ➤ सन २०१९ चे द्वितीय अधिवेशन (पावसाळी) ➤ सन २०१९ चे प्रथम अधिवेशन (अर्थसंकल्पीय) http://mls.org.in/OrderOfDayAssembly.aspx दिवसांच्या कामकाजाचा क्रम (विधानसभा) ➤ सन २०२२ चे विशेष अधिवेशन ➤ सन २०२२ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२१ चे हिवाळी अधिवेशन ➤ सन २०२१ चे पावसाळी अधिवेशन ➤ सन २०२१ चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२० चे हिवाळी अधिवेशन ➤ सन २०२० चे पावसाळी अधिवेशन ➤ सन २०२० चे अर्थसंकल्पीय अधिवेशन ➤ सन २०२० चे विशेष अधिवेशन
4	Gazette – (Act)	The Gazette (Act) document can be referred or downloaded from the following web link. https://egazete.mahaonline.gov.in/Forms/GazetteSearch.aspx On the search page, from the Section dropdown, please select the option "Part 8 (English)" and "Part 4 (Marathi)" to search Act documents in English and Marathi language respectively.

#	Reference document Name or Type	Document reference or download web link
		 The screenshot displays the 'GAZETTE PUBLICATIONS' website. It features a search interface with filters for Division, Section, From Date, To Date, and Gazette Type. Below the filters, there are two tables of gazettes. The first table lists four gazettes from the Central Section, Part 5 (Marathi), dated 2022/03/24. The second table lists three gazettes from the Central Section, Part 4 (Marathi), dated 2022/08/04. Each entry includes a serial number, division name, section name, gazette type, dates, subject, price, and a 'View Gazette' link.
6	Gazettes – Rules and Orders	The Gazette (Rules and Orders) document can be referred or downloaded from the following web link. https://egazete.mahaonline.gov.in/Forms/GazetteSearch.aspx On the search page, from the Section dropdown, please select the option "Part 4 - A" and "Part -4 B" to search Rules and Orders under Central Government Act and under Maharashtra Government Act respectively.

Maharashtra Rules and Orders under Central Government Act

GAZETTE PUBLICATIONS

HOME ABOUT GAZETTE HELP

View Gazettes

Division: Section: Part 4 - A

From Date: To Date:

Gazette Type: Section Information: केंद्रीय अधिनियमान्तर्गते महाराष्ट्र शासनाने केलेले (भाग एक, एक-अ आणि एक-त यांमध्ये प्रसिद्ध करण्यात आलेले आहेत त्याव्यतिरिक्त) नियम व आदेश

[Search](#) [Reset](#)

Sr.No.	Division Name	Section Name	Gazette Type	From Date	To Date	Subject	Price	View Gazette
1	CENTRAL SECTION	Part 4 - A	Extra - Ordinary	2022/08/10	2022/08/10	भाग सर.अ. असा, क्रमांक १५९, महसूल व वन विभाग, अधिसूचना, भारतीय वन अधिनियम, १९२७ अ. एक एलडी-२३/२०२२ प्र. क्र. १६६/फ.३, अंक ७२ बुधवार १० ऑगस्ट २०२२	0	View
2	CENTRAL SECTION	Part 4 - A	Extra - Ordinary	2022/08/08	2022/08/08	Part-IV-A, Extra 160, (Dated 8th August 2022) LAW AND JUDICIARY DEPARTMENT NOTIFICATION MCOCA, 1999 NIA ACT, 2008, No. SPC 1322/C R. 73/IX	0	View

Maharashtra Rules and Orders under Maharashtra Government Act

GAZETTE PUBLICATIONS

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Division: Section: Part -4 B

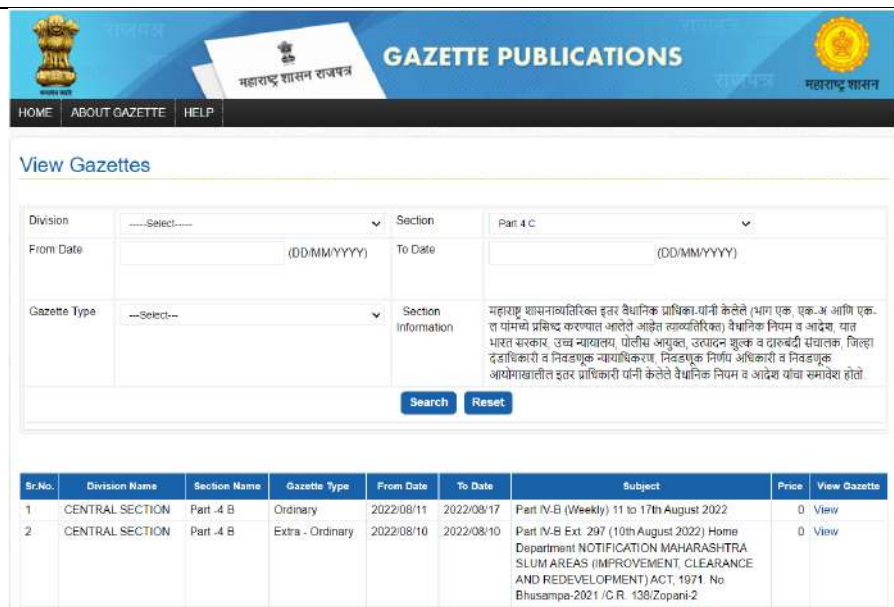
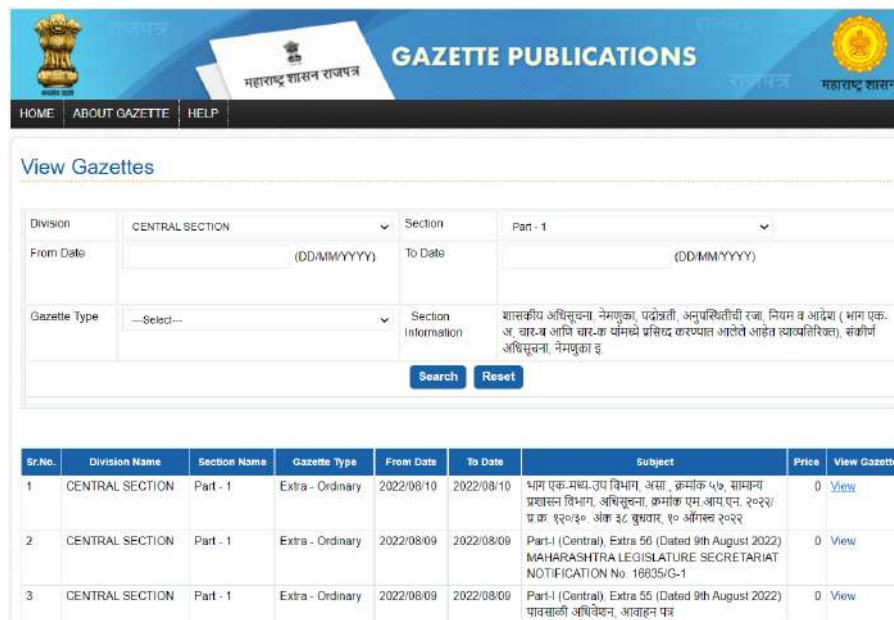
From Date: To Date:

Gazette Type: Section Information: महाराष्ट्र अधिनियमान्तर्गते महाराष्ट्र शासनाने केलेले (भाग एक, एक-अ आणि एक-त यांमध्ये प्रसिद्ध करण्यात आलेले आहेत त्याव्यतिरिक्त) नियम व आदेश

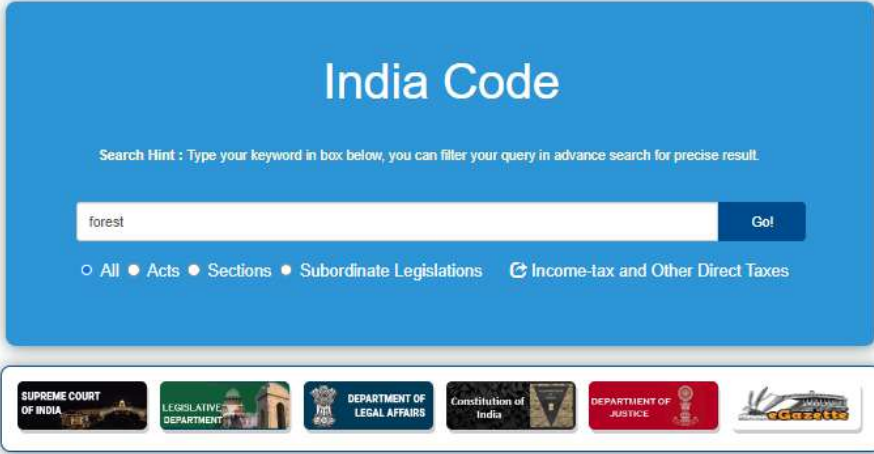
[Search](#) [Reset](#)

Sr.No.	Division Name	Section Name	Gazette Type	From Date	To Date	Subject	Price	View Gazette
1	CENTRAL SECTION	Part -4 B	Ordinary	2022/08/11	2022/08/17	Part IV-B (Weekly) 11 to 17th August 2022	0	View
2	CENTRAL SECTION	Part -4 B	Extra - Ordinary	2022/08/10	2022/08/10	Part IV-B Ext. 297 (10th August 2022) Home Department NOTIFICATION MAHARASHTRA SLUM AREAS (IMPROVEMENT, CLEARANCE AND REDEVELOPMENT) ACT, 1971. No. Bhusampa-2021 /C.R. 136/Zopani-2	0	View
3	CENTRAL SECTION	Part -4 B	Extra - Ordinary	2022/08/10	2022/08/10	भाग घार.ब. असा, क्रमांक २९६, सार्वजनिक बांधकाम विभाग, क्रमांक खाशेस-२०२१/प्र.क्र. ११५/रस्ते-८, अंक १०८ बुधवार, १० ऑगस्ट २०२२	0	View

Rules and order by Election Commission, High Court, Director of Excise & Prohibition and other government bodies

#	Reference document Name or Type	Document reference or download web link
		
7	Gazette – Appointment and Notification	The Gazette (Appointment and Notification) document can be referred or downloaded from the following web link. https://egazette.mahaonline.gov.in/Forms/GazetteSearch.aspx On the search page, from the Section dropdown, please select the option "Part -1" to search Appointment and Notification documents. 
8	Gazette of Central Government	The Gazette of Central Government documents can be referred or downloaded from the following web link.

#	Reference document Name or Type	Document reference or download web link
		https://egazette.nic.in/(S(k4rqwjoxcfwkjbwvfwbrqxmj))/default.aspx# 
9	Acts in Marathi	The Act in Marathi documents can be referred or downloaded from the following web link. https://director.marathi.gov.in/ 
10	Acts in English	The Maharashtra State Acts in English language can be referred or downloaded from the following web link. https://lj.maharashtra.gov.in/1296/Acts-and-Ordinance

#	Reference document Name or Type	Document reference or download web link																					
		Acts and Ordinance You are here : Home > Acts and Ordinances > Acts and Ordinance Print Maharashtra Acts <table border="1"> <thead> <tr> <th>Act No.</th><th>Act Year</th><th>Short Title</th></tr> </thead> <tbody> <tr> <td>02</td><td>1827</td><td>Bom.Reg. 02 of 1827, Caste-questions Pleaders</td></tr> <tr> <td>04</td><td>1827</td><td>Bom.Reg. 04 of 1827, Civil Courts (Law to be observed)</td></tr> <tr> <td>05</td><td>1827</td><td>Bom.Reg. 05 of 1827, Acknowledgements of debts; Interest, Mortgages</td></tr> <tr> <td>08</td><td>1827</td><td>Bom.Reg. 08 of 1827, Administration of Estates</td></tr> <tr> <td>22</td><td>1827</td><td>Bom.Reg. 22 of 1827, Military Authority (Assistant to Marching Troops)</td></tr> <tr> <td>29</td><td>1827</td><td>Bom.Reg. 29 of 1827, Dekkhan and Khandesh (Poona, Ahmednagar and Khandesh District)</td></tr> </tbody> </table> The Central Government Acts in English language can be referred or downloaded from the following web link. https://www.indiacode.nic.in/  India Code Search Hint : Type your keyword in box below, you can filter your query in advance search for precise result. forest Go! All Acts Sections Subordinate Legislations Income-tax and Other Direct Taxes SUPREME COURT OF INDIA LEGISLATIVE DEPARTMENT DEPARTMENT OF LEGAL AFFAIRS Constitution of India DEPARTMENT OF JUSTICE JAMUNA Indian penal code Go! Search Results On: All acts and its sub-ordinate legislation All Results (7) Act (7) Regulation (0) Circular (0) Notification (0) Rules (0) Order (0) Ordinance (0) Statutes (0) Show 10 entries Search: The Indian Penal Code, 1860 THE INDIAN PENAL CODE, 1860 The Indian Penal Code, 1860 THE INDIAN PENAL CODE, 1860 THE INDIAN PENAL CODE THE INDIAN PENAL CODE The Indian Penal Code, 1860 Showing 1 to 7 of 7 entries Previous Next	Act No.	Act Year	Short Title	02	1827	Bom.Reg. 02 of 1827, Caste-questions Pleaders	04	1827	Bom.Reg. 04 of 1827, Civil Courts (Law to be observed)	05	1827	Bom.Reg. 05 of 1827, Acknowledgements of debts; Interest, Mortgages	08	1827	Bom.Reg. 08 of 1827, Administration of Estates	22	1827	Bom.Reg. 22 of 1827, Military Authority (Assistant to Marching Troops)	29	1827	Bom.Reg. 29 of 1827, Dekkhan and Khandesh (Poona, Ahmednagar and Khandesh District)
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#	Reference document Name or Type	Document reference or download web link																																
11	Election results and election related information	The Election results and election related information can be referred or downloaded from the following web link. https://eci.gov.in/ Election Results - Full Statistical Reports STATISTICAL REPORTS OF GENERAL ELECTION TO LOKSABHA <table><tr><td>2019 ((Including Vellore PC)</td><td>2019 (Excluding Vellore PC)</td><td>2014</td><td></td></tr><tr><td>2009 Vol I, II, III</td><td>2004 Vol I, II, III</td><td>1999 Vol I, II, III</td><td>1998 Vol I, II</td></tr><tr><td>1996 Vol I, II</td><td>1992 Vol I, II</td><td>1991 Vol I, II</td><td>1989 Vol I, II</td></tr><tr><td>1985 Vol I, II</td><td>1984 Vol I, II</td><td>1980 Vol I, II</td><td>1977 Vol I, II</td></tr><tr><td>1971 Vol I, II</td><td>1967 Vol I, II</td><td>1962 Vol I, II</td><td>1957 Vol I, II</td></tr><tr><td>1951 Vol I, II</td><td></td><td></td><td></td></tr></table> STATISTICAL REPORTS OF GENERAL ELECTION TO LOKSABHA STATISTICAL REPORTS OF GENERAL ELECTION TO STATE LEGISLATIVE ASSEMBLY (VIDHANSABHA) <table><tr><th>STATES</th><th>YEARS</th></tr><tr><td>Kerala</td><td>2021 2016 2011 2006 2001 1996 1991 1987 1982 1980 1977 1970 1967 1965 1960 1957</td></tr><tr><td>Madhya Pradesh</td><td>2018 2013 2008 2003 1998 1993 1990 1985 1980 1977 1972 1967 1962 1957 1951</td></tr><tr><td>Maharashtra</td><td>2019 2014 2009 2004 1999 1995 1990 1985 1980 1978 1972 1967 1962</td></tr></table>	2019 ((Including Vellore PC)	2019 (Excluding Vellore PC)	2014		2009 Vol I, II, III	2004 Vol I, II, III	1999 Vol I, II, III	1998 Vol I, II	1996 Vol I, II	1992 Vol I, II	1991 Vol I, II	1989 Vol I, II	1985 Vol I, II	1984 Vol I, II	1980 Vol I, II	1977 Vol I, II	1971 Vol I, II	1967 Vol I, II	1962 Vol I, II	1957 Vol I, II	1951 Vol I, II				STATES	YEARS	Kerala	2021 2016 2011 2006 2001 1996 1991 1987 1982 1980 1977 1970 1967 1965 1960 1957	Madhya Pradesh	2018 2013 2008 2003 1998 1993 1990 1985 1980 1977 1972 1967 1962 1957 1951	Maharashtra	2019 2014 2009 2004 1999 1995 1990 1985 1980 1978 1972 1967 1962
2019 ((Including Vellore PC)	2019 (Excluding Vellore PC)	2014																																
2009 Vol I, II, III	2004 Vol I, II, III	1999 Vol I, II, III	1998 Vol I, II																															
1996 Vol I, II	1992 Vol I, II	1991 Vol I, II	1989 Vol I, II																															
1985 Vol I, II	1984 Vol I, II	1980 Vol I, II	1977 Vol I, II																															
1971 Vol I, II	1967 Vol I, II	1962 Vol I, II	1957 Vol I, II																															
1951 Vol I, II																																		
STATES	YEARS																																	
Kerala	2021 2016 2011 2006 2001 1996 1991 1987 1982 1980 1977 1970 1967 1965 1960 1957																																	
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Maharashtra	2019 2014 2009 2004 1999 1995 1990 1985 1980 1978 1972 1967 1962																																	
12	Census Reports	The Census Reports can be referred or downloaded from the following web link. https://census.gov.in/ DATA & RESOURCE  POPULATION FINDER Find data on your village, sub-district, district (Census 2011)  CENSUS TABLES 2011, 2001 & 1991 Census tables available in Excel format  DIGITAL LIBRARY A searchable catalog of materials related to the current and past censuses  CENSUS QUESTIONS Census Questions (1872-2011)  GAZETTE NOTIFICATIONS Census and NPR  VISUALIZATIONS A collection of reproducible and openly accessible charts and maps  																																

#	Reference document Name or Type	Document reference or download web link
13	Maharashtra State Gazetteers	The Maharashtra State Gazetteers can be referred or downloaded from the following web link. https://gazetteers.maharashtra.gov.in/ 

9.4 ANNEXURE 4 - LIBRARY FLOOR PLAN (5TH AND 6TH FLOOR)

The bidders should make a visit to MLS Library department at Mumbai for the floor plan of 5th and 6th floor of MLS Library department.

9.5 ANNEXURE 5 - EXISTING DC FLOOR PLAN

The bidders should make a visit to MLS existing server room (Data Center) at Mumbai for the floor plan of MLS existing server room.

9.6 ANNEXURE 6 - MLS BUILDING LAYOUT

The bidders should make a visit to MLS building for the existing network layout of MLS building in Mumbai.

9.7 ANNEXURE 7 – MAHARASHTRA LEGISLATURE SECRETARIAT CAMP OFFICE AT NAGPUR LAYOUT

The bidder shall make a visit to MLS Camp office at Nagpur for getting the layout of MLS building at Nagpur.

9.8 ANNEXURE 8 – METADATA STANDARDS FOR DIGITALIZATION

The MSP must capture at least the following meta data for the documents and videos are to be digitalized under this MLS Digitalization project.

9.8.1 Documents

Below is the 15 Dublin Core Metadata Element Set Summary

Table 60 - List of Metadata as per Dublin Core Metadata standard

#	Element	Description
1.	Title	The name of the object. The title of a book, Debates, department files and others. If item is unnamed give the item descriptive title. Omit articles such as 'the', 'a', 'an', etc. which often come at the beginning of a descriptive title.
2.	Creator	The person or organization responsible for the creation of the object, collection, item. This includes the MLS Department name, Maharashtra Government Department, Government of India, corporate body, and others. Last name first, first name last.
3.	Subject	The content of the resource expressed by terms, including: Topical, personal, House session, bills, acts, publications, gazettes, Government Resolutions, corporate, organizations, events and topics reflected.
4.	Description	A textual description of the content of the resource, such as an abstract, tables of contents of free-text account of the object. This information can be taken from the object or provided by the record creator and can include specialized information not included in other elements (i.e. measurements of a depicted object, description, provenance, technique, distinguishing features, inscriptions, condition, history of the work, or key terms).
5.	Publisher	Entity that made the resource available, the entity that created the digital resource. Publisher includes the institution that created the digital object and/or the institution that is hosting the digital object.
6.	Contributor	Person(s) or organization(s) who made significant intellectual contributions to the resource but whose contribution is secondary to the person or organization specified in the Creator element. Examples include editor, transcriber, translator, illustrator, etc.
7.	Date	The date of creation of the original item. When entering date, use the ISO 8601 Date-Time Format: YYYY-MM-DD for the exact date (2000-10-05 for October 5, 2000), YYYY-MM for month, YYYY for year, ca. YYYY for approximated dates and separate ranges of dates with a hyphen. Can also include modification dates. For items "born digital" it would be the date of the creation of the digital item. It is also recommended to repeat this element and include the date of digitization. This will help in preservation, migration, and sustainability.
8.	Type	Refers to the genre or nature of the resource, such as Debates, act, law, committee report, newspaper clipping, physical object, collection, or text. See Dublin Core Type Vocabulary for a complete list of types.

#	Element	Description
9.	Format	The electronic format of the resource being described. Format may include the files, printed book, digital format of the book and others.
10.	Identifier	This may be the accession number, record number, ISBN number, or the URL (Universal Resource Locator or World Wide Web address).
11.	Source	A reference to a resource from which the present resource is derived. The Source element is used to cite any other resource from which the digital resource was derived, either in whole or in part. Some digital resources are "born digital" and derive from no pre-existing resource; in these cases, the Source element is not used. Note the relationship between the Source element and the Relation element. Because Source elements show a derivative relationship with another resource, they generally have a corresponding Relation element to show that relationship. Not all Relation elements conversely require a corresponding Source element because not all related resources are derivative.
12.	Language	Indicates the language(s) of the intellectual content of the resource. This implies the language(s) in which a text is written. Visual images do not usually have a language unless there is significant text in a caption or in the image itself. Should be expressed in ISO 639 codes for languages.
13.	Relation	The relation to other objects. Element includes a variety of refinements to express the kind of relationship that exists between the resource and the other objects
14.	Coverage	Coverage Spatial: Geographic location associated with the resource. Use standardized proper names derived from the Getty Thesaurus of Geographic Names or the LC Subject Headings, or other standardized references. Coverage Temporal: Time period associated with the resource. Use standardized terms from controlled vocabularies such as LC Subject Headings or ISO 8601 Date-Time format as explained in the DATE element.
15.	Rights	Content is intended to be a rights management or usage statement, a URL that links to a rights management statement, or a URL that links to a service providing information on rights management of the resource. A rights management statement may contain information concerning accessibility, reproduction or images, copyright holder, restrictions, the steps to secure permission for use of text or image, and other rights related information.

Below are based on Extended Dublin Core Metadata Schema.

Table 61 - List of extended Metadata as per Dublin Core Metadata standard

#	Element	Description
Administrative		
1.	Source	Name of the Partnering Institution
2.	Definition	Name of the Collection (if any)

#	Element	Description
3.	Identifier	Accession number
4.	Title	The main title associated with the recording
5.	Alternative	Digital filename, that will be alpha-numeric and will serve as the unique identifier
6.	Medium	Format of original (analog) recording
7.	Extent original	The size or duration of the original recording
8.	Spatial	Recording location, including topographical coordinates to support map interfaces
9.	Temporal	Context in which the recording was made
10.	Created	Recording date
11.	Condition	Condition of the original (analog) material
12.	Relation	Reference to related objects like agreement, associated files, reviews, photographs, etc.
13.	Rights	Information about rights held in & over the Resource
Descriptive		
14.	Subject	Controlled list of content coverage
15.	Keywords	Hierarchical list detailing out subject listings & groups of keywords
16.	Description	An abstract and/or description of environmental or cultural context, list of contents, etc.
17.	Creator	Entity primarily responsible for making the recording
18.	Publisher	Institution responsible for making the recording available
19.	Contributor	An entity responsible for making contribute ions to the recording (a) Speakers (b) Legislative Members (c) Any other
20.	Date	A point or period associated with an event in the lifecycle of the recording (Not the recording date of the original but a date relating possibly to name of session and day of session)
21.	Type	The domain of the recording: audio/video
22.	Coverage	The spatial or temporal topic of the recording, such as a debate, committee reports, bills, acts, budget and others
23.	Language	Language(s) of the recording
24.	Dialect	Dialect(s) of the language(s) of the recording
Technical		
25.	Format	Digital file format or dimensions of the Resource (a) Codec (b) Bitrate/Bit-Depth (c) Sampling Frequency (d) Others

#	Element	Description
26.	Extent	Digital file size & duration, image width and elapsed time
27.	Date	Date of digitalization
28.	HDD Number	HDD number on which the digitized file is Contained
Miscellaneous		
29.	Remarks	Any additional information not covered under above headings

9.8.2 Videos

The following is the list of indicative metadata for digitalization of videos.

Table 62 - Indicative metadata for video digitalization

Metadata type	Metadata description	Metadata sample description
Descriptive metadata	Title	
	Creator	
	Item unique ID	
	Collection	
	Date of creation	
	Place of creation	
	Language	
	Genre	
	Abstract	
	Contributor	
Provenance Metadata	Format	
	Gauge	
	Length	
	Stock brand	
	Stock duration	
	Signal encoding (recording standard)	
	Markings on container	
Technical Metadata (Embedded)	Complete Name	
	Video Format	
	Video Codec ID	
	Video Bit Rate	
	Video Width	
	Video Height	

Metadata type	Metadata description	Metadata sample description
	Video Standard	
	Video Color Space	
	Video Frame Rate	
	Audio Format	
	Audio Codec ID	
	Audio Bit Rate	
	Audio Bit Depth	
	Audio Sampling	
	Audio Resolution	
	Format Extension	
	MIME Type	
	Format Version	
	File Size	
	Duration	
	File Modified Date	
	Encoded_Date	
	Tagged_Date	
	Encryption	
Technical Metadata (Non-embedded)	computerManufacturer	
	hostComputerName	
	hostComputerVersion	
	hostComputerBuild	
	hostComputerBuild	
	operatingSystem	
	operatingSystemVersion	
	videoReproducingDeviceType	
	videoReproducingDeviceManufacturer	
	videoReproducingDeviceModelName	
	videoReproducingDeviceModelVersion	
	videoReproducingDeviceModelSerialNumber	
	videoCorrectionDeviceType	
	videoCorrectionDeviceManufacturer	

Metadata type	Metadata description	Metadata sample description
	videoCorrectionDeviceModelName	
	videoCorrectionDeviceModelVersion	
	videoCorrectionDeviceModelSerialNumber	
	videoCaptureDeviceType01	
	videoCaptureDeviceManufacturer01	
	videoCaptureDeviceModelName01	
	videoCaptureDeviceModelVersion01	
	videoCaptureDeviceModelSerialNumber01	
	videoCaptureDeviceDriver01	
	videoCaptureDeviceDriverVersion01	
	videoCaptureSoftwareManufacturer01	
	videoCaptureSoftwareName01	
	videoCaptureSoftwareVersion01	
Structural metadata	Relationship	
	RelationshipType	
	RelationshipSubType	
	LinkingEventIdentifier	
Rights metadata	RightsDelcaration	
	RightHolderName	
	RightsHolderContactDesig Nation	
	RightsHolderContact	

9.9 ANNEXURE 9 – KEY FUNCTIONS OF MLS BRANCHES

The key functions of MLS branches are provided in table below.

Table 63 - MLS Branch List and their functions & outputs

#	Branch /Committee	Functions	Output
1.	Branch – A	• Work related to functioning of Legislative Assembly • Governor Speech • Giving oath to elected members • Finalization of procedures of the Legislative Assembly house during the session	• Order of Day document • Procedure document • BAC Committee List

#	Branch /Committee	Functions	Output
		• Official and Private Members Bill • Work related to Business Advisory Committee (Assembly) • Work related to non-Government bills and resolutions • Work related to papers laid on the table of the house committee • Work related Presiding Officer's conference • Work related to President's election • Work related to Hon. Speaker and Hon. Deputy Speaker selection • Appointment of Legislative Assembly members to Senate of University and different Govt Corporations • Matters related to Anti – Defection • Brief report of Legislative Assembly sessions • Appointment of Pro-term Speaker • Issuance of Summons and Notifications related to session • Order of Day	• Bills • Notifications and Summons • Assembly session reports
2.	Branch – B	• All work related to Legislative Assembly questions and answers along with their replies concerned with department • Half – hour discussion related to arising of questions • Starred and Unstarred questions	• List of Questions • List of replies
3.	Branch – F	• All the work related to motions to be raised in Legislative Assembly • Motion of no confidence in council of Ministers • No-Yet day motion • Adjournment motion • Statutory Motion • Motion on a day in the last week of session • Calling attention to matters of urgent public importance • Half hour discussion – General Resolution • Legislative Assembly bulletin part – 2 • Statement by Minister, personal explanation	• List of Motions • List of resolution
4.	Branch – E1	• Starred and unstarred questions related to Legislative Council • Half – hour discussion regarding questions	• List of Questions • List of replies

#	Branch /Committee	Functions	Output
		• Short notice questions	
5.	Branch – E2	• Issuance of summons and notifications regarding sessions related to council • Procedure framing • Issuance of calendar • Statement by Ministers • Work related to Business Advisory Committee (Council) • Order of Day • Government and Non – Government Bills • Work related to non-Government bills and resolutions • Work related to papers laid on the table of the house committee • Governor Address • Chairman and Deputy Chairman election • Biennial elections of Rajya Sabha and Legislative Council • Appointment of Council Members on the Senate of Universities and different Govt Corporations • Oath of newly elected Members • No-day-yet motion • Motion on a day in a last week of session • Statutory motion • Resolution (Government and Non – Government) • Motion under rule no – 93 – Calling attention motion to matters of urgent public importance • Report on council Sessions • Discussion for short duration on matters of urgent public importance • Departmental decisions • Chairman’s decisions	• Order of Day document • Procedure document • BAC Committee List • Bills • Notifications and Summons • Council session reports • List of resolutions
6.	D1 – Public Accounts Committee	• Scrutiny of CAG reports on various Government bodies in the state	• Proceedings of the meeting • Committee reports
7.	D2 – Committee	• Examination of reports related to public undertakings in the state • CAG reports on the said undertakings	• Proceedings of the meeting

#	Branch /Committee	Functions	Output
	on Public Undertakings		Committee reports
8.	D3 – Committee on Estimates	Scrutinize budget estimates and expenditures as necessary and tender advice to ensure that Government objectives are carried out in economically and efficient manner	- Proceedings of the meeting - Committee reports
9.	D4 – Committee on Welfare of Scheduled Castes	- To consider the reports submitted by commissioner on Scheduled Castes under article 338(2) of Constitution. - The report is related to Scheduled Castes in the State of Maharashtra and report to both the Houses as to measure that should be taken by the State in respect to matters in purview of the State Government - To examine the measures taken by the state Government to secure due representation of Scheduled Castes in the service and posts under its control w.r.t to article 335.	- Proceedings of the meeting - Committee reports
10.	D5 – Committee on Welfare of Vimukta Jatis and Nomadic Tribes (VJNT)	To examine the various schemes of the State Government for welfare of VJNT and reports both the Houses as to measure that the State Government should be taking w.r.t to welfare of these communities.	- Proceedings of the meeting - Committee reports
11.	D6 – Committee on Panchayati Raj	To examine annual administration spent of Zilla Parishad and Panchayat Samities and is presented to Legislature under section 142(4) of Maharashtra ZP and Panchayat Samiti act - 1961	- Proceedings of the meeting - Committee reports
12.	D7 – Committee on Employment Guarantee Scheme	To examine, assess and evaluate the working of employment guarantee scheme of State Government with special reference to benefits accrued to and impact made on people employed under said scheme and to find out deficiencies and short comings (If any) and suggest measures to improve	- Proceedings of the meeting - Committee reports
13.	D8 – Committee on Welfare of	To consider the reports submitted by commissioner on Scheduled Tribes under article 338(2) of constitution.	Proceedings of the meeting

#	Branch /Committee	Functions	Output
	Scheduled Tribes	The report is related to Scheduled Tribes in the State of Maharashtra and report to both the Houses as to measure that should be taken by the State in respect to matters in purview of the State Government	Committee reports
14.	D9 – Committee on Petitions - Legislative Assembly	The committee on petition shall examine every petition referred to it and shall report to Legislative Assembly stating the subject matter of petition, the number of persons by whom it is signed and whether it is in conformity with the rules or not	- Proceedings of the meeting - Committee reports
15.	D9 - Committee on Rules – Legislative Assembly	There shall be committee on rules to consider, either of its own motion or notice given by Member, matters of procedure & conduct of business in the House and recommend any amendments or additions to these rules may be deemed necessary	- Proceedings of the meeting - Committee reports
16.	D10 – (a) Committee on Privileges - Legislative Assembly (b) Committee on Privileges – Legislative Council	The Committee shall examine every question referred to it and after giving an opportunity to the person's concerned to explain their cases determined with reference to the facts of each case whether a breach of privilege is involved and if so, the nature of breach, the circumstances leading to it and make report to Legislature	- Proceedings of the meeting - Committee reports
17.	D11 – Committee on Subordinate Legislation	It shall be the duty of committee to scrutinize and report to the Legislature whether the powers to make rules, regulations, bye laws, etc refer to in rule 220 have been properly exercised	- Proceedings of the meeting - Committee reports
18.	D12 – Committee on Welfare of Other Backward Classes	It shall be the duty of committee to examine the various schemes of the State Government for the welfare of Other Backward Classes and report to both the Houses.	- Proceedings of the meeting - Committee reports
19.	D13 – Committee on Government	There shall be a committee on Government assurances to scrutinize the assurances, promises and undertakings given by the	- Proceedings of the meeting - Committee reports

#	Branch /Committee	Functions	Output
	Assurance - Legislative Council	Ministers from time to time on the floor of the Legislative Council and report on it	
20.	D14 – Committee on Government Assurance - Legislative Assembly	There shall be a committee on Government assurances to scrutinize the assurances, promises and undertakings given by the Ministers from time to time on the floor of the Legislative Assembly and report on it	- Proceedings of the meeting - Committee reports
21.	D15 - Committee on Petitions – Legislative Council	The committee on petition shall examine every petition referred to it and shall report to Legislative Council stating the subject matter of petition, the no of persons by whom it is signed and whether it is in conformity with the rules or not	- Proceedings of the meeting - Committee reports
22.	D15 - Committee on Rules – Legislative Council	There shall be committee on rules to consider, either of its own motion or notice given by Member, matters of procedure & conduct of business in the House and recommend any amendments or additions to these rules may be deemed necessary	- Proceedings of the meeting - Committee reports
23.	D16 – Committee on Rights and Welfare of Women and Child	To consider the reports submitted by the State commissioner for women and children welfare to report measures that should be taken by State Government for improving the status and condition of women and children in respect of matters within the purview of the State Government	- Proceedings of the meeting - Committee reports
24.	D17 – Committee on Marathi Language	- To give instructions and to suggest measure to State Government after taking review use of Marathi language in official business. - Marathi language has been adopted as an official language under Maharashtra official language act.	- Proceedings of the meeting - Committee reports
25.	D18 – Committee on Welfare of Minority	To achieve all round development of minorities (Muslims, Buddhist, Christians, Sikhs, Parsis, Jains and Jews) by coordinating on various schemes being implemented by State Government and monitoring the same effecting for	- Proceedings of the meeting - Committee reports

#	Branch /Committee	Functions	Output
		development of this community and similarly to examine whether the people from this community are benefitted from various schemes by making effective implementation through concerned zonal offices of Government	
26.	V.S Page Parliamentary Training Centre	• Arranging training Programmes on parliamentary practices and procedures for university students from faculty of law, political science etc. • To impart the training to newly elected members of legislature	• Training Modules
27.	Branch – G1 (General)	• Hostel accommodation of MLA members • Provision for Food • To frame the dairies of Legislature • To print the list of Legislative Assembly Members • To print the various passes in the session • Security & Surveillance • To declare the procedure regarding leader of opposition in Legislative Council / Legislative Assembly • To provide IDs for staff members of Legislature • Telephone arrangement for Secretariat • Inward and outward management of documents of Legislature • Work related to Catering Committee and Members Accommodation Committee	• Passes • ID's • Letters • Dairies
28.	Branch – G2 (General)	• Arrangement for fax machines, teleprinters and T.V for Secretariat • Maintenance of Legislature Secretariat building & departments • Procurement of furniture • Transportation arrangement for Nagpur session • To provide Stationary for Members • Allocation of cabins for Ministers	• Stationary Bills • Furniture Bills • Transportation Bills
29.	Public Relations of Legislature Secretariat	• Work related to protocol • Work regarding Commonwealth Parliamentary Association	• Reports on protocol

#	Branch /Committee	Functions	Output
		• Work regarding society of the Clerk at the table • Arranging study tour to Commonwealth for Members of Legislature	• Commonwealth parliamentary report
30.	Branch – H	• Salary allowances of Members • Transportation facility of Members • To provide IDs for Members • Pension for ex – Members • Work related to committee on absence of Members from the sitting of the House (Legislative Council and Legislative Assembly) • Work related to committee on Maharashtra Legislature Members' salaries, allowances and pension	• Salary Slips • ID cards • Pension Slips
31.	Branch J	• Systematic arrangement of Debates of both the Houses • Books and Journals • Gazette, Bills and Acts • Committee reports • Government Corporation report • CAG reports • Budget documents • Governor Speech • Work related to condolatory motions, congratulatory motion etc • Work related to Library Committee • Work related to publications for e.g. Member's biography of both the Houses	• Various references and information for Legislative Members
32.	Branch – X (Reporting)	• Preparation of proceedings of the House Session • Preparation of proceedings of committee meetings • Preparation of proceedings of Commonwealth Parliament Association programmes	• Proceeding's document
33.	Branch – Y (Translation and Editing)	• Editing of proceedings of both the Houses • Preparation of subject index of important topics covered in the proceedings • To provide copies of the Debates • Translation of Order of Day	• Translated copy of Order of Day • Committee reports • Copies of Debates

#	Branch /Committee	Functions	Output
34.	Establishment Branch – C1	• Overall administration control • Overall Manpower planning and promotion • Budget allocation • Recruitment of staff • Pay and Pension of employee • Pay fixation, GPF and advance payments • Departmental exams for promotions • Procedure relating to appointment of staff in the office of Hon. Presiding Officer and Leader of Opposition	• Budget allocation document • Pay fixation document • Appointment document
35.	Establishment Branch – C2 (Computer)	• All works related to computer and hardware management of Secretariat • Repair and maintenance of hardware • Work related to networking • Providing internet services • Co-ordination for grievances and improvement in software • Work related to Secretariat website management • Data security	• Software upgradation document • Networking related document • AMC documents
36.	Establishment Branch – C3 (Accounts)	• Salary and allowances of Hon. Presiding Officers and Leader of Opposition • Salary and allowances of Officer's and Staff of Legislature Secretariat • Tallying of financial statements of Secretariat	• Financial Statements • Salary and allowances statement
37.	Establishment Branch – C4 (Budget)	• Procurement budgetary provision from various branches • Preparation of estimate budget of the Secretariat for each year • Prepare supplementary demands • Correspondence with Finance department for budgetary approvals	• Budget estimate documents • Procurement documents

9.10 ANNEXURE 10 – MLS INFORMATION PORTAL AND DIGITALIZATION SYSTEM SOLUTION ARCHITECTURE

9.10.1 Key assumptions

Following key assumptions needs to be taken care while building the Architecture for MLS information portal and Digitalization system:

- a) **E-Governance applications should look for transformational opportunities** – Instead of imitating paper process in electronic form, applications should look to fully embrace mobile adoption, digital signature, online authentication, etc. to transform the processes completely and offer wider choice and no/low touch point for residents to interact directly. It is critical that project design is aligned to larger trends and designed for next decade rather than past.
- b) **Technology rapidly evolves and requires continuous adoption** – Technology evolves way too fast and Government projects with its long procurement cycles do not align naturally to adapt to this trend. Also, making changes to existing implementations require contract changes, new RFP (Request for Proposal), etc. Hence it is very essential that entire system is built to be open (standards, open API, plug-n-play capabilities), components coupled loosely to allow changes in sub-system level without affecting other parts, architected to work completely within a heterogeneous compute, storage, and multi-vendor environment.
- c) **Ability to select best product at best rate in as and when required** – Large e-Governance applications should be designed to get best cost and performance advantages of natural technology curve (constant increase of speed and decrease of cost) and still aligned to open procurement practices of the Government. For this to happen, architecture should be open, use commodity hardware, have no vendor lock-in, and designed for horizontal scale. This allows buying of commodity compute, storage, etc. only when needed at best price.
- d) **Multi-channel service delivery** - With High penetration of mobile devices and very large percentage of internet usage using mobile devices, it is imperative that all e-Gov applications provide multiple channels of service delivery to constituents. An important consideration is that the access devices and their screen capabilities (including browser variations) are numerous and constantly evolve. Hence, it is imperative to design the system such that an ecosystem of MLS information Portal and Digitalization system-integrated apps also evolves.
- e) **Design to Scale:** The simplified MLL processes and ease of compliance is expected to lead to huge growth in library user's base. Since every new user/visitor requires increase in amount of data, every component of MLS information Portal and Digitalization system needs to scale horizontally to very large volume of data. Keeping the system API driven and vendor agnostic is very critical to ensure this agility and scale.
- f) **Data Security:** Security and privacy of data within MLS information Portal and Digitalization system will be foundational keeping in view of the sensitivity of data and critical nature of the national infrastructure proposed to be built.

9.10.2 MLS Information portal and Digitalization system architecture principles

MLS Information portal and Digitalization system is an MLS program built as a critical State Legislative IT infrastructure and needs to sustain openness in the long run and a program of this scale has never been attempted before.

MLS Information portal and Digitalization system shall be built on the following core principles:

9.10.2.1 Platform Approach

MLS Information portal and Digitalization system will be built as a platform. This means that MLS Information portal and Digitalization system will be built entirely with open APIs from day one, and the system features can be accessed via any user interface (internal or 3rd party applications) that works on top of these APIs. MLS Information portal will be one such application on top of these APIs, rather than being fused into the platform as a monolithic system.

It is critical that a platform-based approach is taken for any large-scale application development, to ensure adequate focus and resources on issues related to scalability, security and data management. Building an application platform with reusable components or frameworks across the application suite provides a mechanism to abstract all necessary common features into a single layer. As described in earlier section, open APIs designed to be used for internal and external purposes form the core design mechanism to ensure openness, multi-user ecosystem, specific vendor/system independence, and most importantly providing stakeholders with choice of using innovative applications on various devices (mobile, tablet, etc.) that are built on top of these APIs.

9.10.2.2 Openness

Adoption of open API, open standards and wherever prudent open-source products are of paramount importance for the system. This will ensure the system to be lightweight, scalable, and secure. Openness comes from use of open standards and creating system/organization neutral APIs and interfaces for all components. All the APIs will be stateless. Data access must be always through APIs, no application will access data directly from the storage layer or data access layer. For every internal data access also (access between various modules) there will be APIs and no direct access will be there.

Whenever options are available, open-source frameworks/components shall be used instead of proprietary frameworks/components. Use of proprietary products or components or frameworks must be via open APIs (if publicly available APIs do not exist, the MSP shall be responsible for creating system/organization neutral APIs before any proprietary system can be used). Use of open source is critical to ensure a national critical infrastructure like MLS becomes secure and independent from the impact of changes in political relations with other countries.

Having API driven approach allows test automation for automated regression testing, continuous re-factoring and tuning within an implementation, and better component level versioning and lifecycle management.

9.10.2.3 No Vendor lock-in and Replace-ability

a) Software vendor neutrality

- 1) As per GOI policy on adoption of open source software, MLS shall prefer Open Source Software (OSS) in comparison to Closed Source Software (CSS). Proprietary products may only be used when necessary to achieve scale, performance, and reliability. Every such proprietary or CSS component/ service/ product/ framework/ SI pre-existing product or work must be wrapped in a vendor neutral API so that at any time such CSS product can be replaced without affecting rest of the system. In addition, there must be at least 2 independent proprietary or CSS products available using same standard/API before it can be used to ensure system is not locked into single vendor implementation.
- 2) While the bidder may choose Bespoke/ COTS (Commercial Off the Shelf)/ OSS, it is however clarified that as per Government of India's policy (Policy on adoption of OSS), it is preferred that offered solution is based on OSS.
- 3) The complete source code of all solutions proposed for this project should be provided to MLS and these source codes shall be proprietary of MLS. In any circumstances, the MSP shall not sell or copyright a work product or item produced under the agreement or contract without explicit permission from MLS. If the MSP is operating a system or application on behalf of MLS, then the MSP shall not make information entered into the system or application available for uses by any other party than MLS, without prior authorization by MLS.
- 4) The following conditions are specified for product selection by bidders:
 - i. In case any component is proposed as CSS (Closed Source Software)/ COTS the bidders are required to provide adequate justification for exclusion of OSS in their bid response. For any CSS/COTS product the bidders are required to submit data sheets of the respective product(s) in their technical proposal.
 - ii. If any product is quoted then it should exist in the Leaders Quadrant/segment of Gartner Quadrant or Forrester Wave or in IDC MarketScape or other similar reports, for their categories of products for last 2 years. Submission of a copy of relevant section of the analyst report along with technical proposal is mandatory.
 - iii. In case less than 6 distinct products are available across Leaders Quadrant/segment which meet the requirements of the solution as set out in the RFP, the bidder may propose the products from the next quadrant/segment of the Gartner Quadrant or Forrester Wave or in IDC MarketScape or other similar reports. (Order to be followed for GMQ as Leaders, Challengers, Visionaries, Niche Player)
 - iv. In the case where Gartner Quadrant or Forrester Wave or in IDC MarketScape or other similar reports (for the product or category of product) does not exist for any specific product or category of product, the bidder has to mandatorily provide at least 2 case studies of similar

complexity, sensitivity and scale where the proposed product is successfully implemented and is in operations for at least last two years i.e. financial year 2019-20 and 2020-21.

- v. The case study should provide
 - 1. Name of the client including address, project year
 - 2. Description of the solution
 - 3. Scale of the solution in terms of size, number of transactions, data and users being handle
 - 4. Details of the scenario for which the product is being used
 - 5. Supporting evidence of having the product in operations satisfactorily from the client
- vi. The bidder shall ensure adherence to IndEA Framework (Agile India Enterprise Architecture) and all other relevant standards as defined and notified by Government of India (GoI) from time to time. Resource like;
 - 1. <http://egovstandards.gov.in/sites/default/files/Policy%20on%20Open%20Standards%20for%20e-Governance.pdf>
 - 2. https://www.meity.gov.in/writereaddata/files/policy_on_adoption_of_oss.pdf
 - 3. https://www.meity.gov.in/writereaddata/files/agile_indea_framework-v.1.0.pdf

b) Use of commodity hardware

Applications that are architected to only use commodity hardware fully benefit from using best technologies at a cost-effective rate and allow applications to not be tied to a proprietary and vendor specific technology. Large e-Governance applications should always choose this instead of custom alternatives. Such applications also benefit best when technology evolves at a rapid pace.

MLS information portal and Digitalization system will be completely built using an open commodity hardware and scaled using several blade/rack servers on x86 platform. Such open scale-out architecture allows MLS to procure latest blade/rack servers from any vendor at the best price whenever required. Similarly, storage layer also will not depend on any specialized hardware and takes advantage of heterogeneous storage arrays having from multiple vendors. Network backbone and other hardware deployed with MLS data centres will be based on open standards having multiple vendors capable of providing them at competitive rates.

c) Security and Privacy

The system will ensure privacy and data integrity and must disseminate data to authenticated and authorized users only (both internal and external users). Security and privacy of data within MLS information portal and Digitalization system is foundational and is clearly reflected in MLS's strategy, design, and its processes throughout the system.

It is very important that all MLS digitalized data and stakeholder's data are provided significant protection across MLS information portal and Digitalization system and its

ecosystem. It must be ensured that the library data is handled with the utmost care. Internally data must be protected from all threats and must be kept confidential.

Activities such as anti-spoofing (no one should be able to masquerade for inappropriate access), anti-sniffing (no one should be able to get data and interpret it), anti-tampering (no one should be able to put/change data which was not meant to be put/changed) should be taken care for data in transit, as well as data at rest, from internal and external threats.

9.10.2.4 Scalability

To achieve massive scale, it is critical that technology choices are kept simple, open, multi-vendor, and standards based. Following are key considerations that need to be followed at architecture level from the beginning to ensure technology scale:

a) Loose coupling through open stateless API and messaging

The system design shall be modular with clear separation of concerns at data storage, service, and API layer. Adoption of open standards shall work towards the singular goal of interoperability.

b) Horizontal scale for compute, Network and storage

MLS Information portal and Digitalization system architecture must be such that all components including compute, network and storage must scale horizontally to ensure that additional resources (compute, storage, network etc.) can be added as and when needed to achieve required scale. This also ensures that capital investments can be made only when required. Given the significance of the MLS Information portal and Digitalization system, it is important that the scalability of the system be measurable and demonstrable, before GO- Live.

9.10.2.5 Availability

The solution design and deployment architecture will ensure that the application can be deployed in a multi-DC active-active environment offering system High Availability and failover.

The solution should meet the following availability requirements

- a) Load Balanced across two or more servers within one data center and across multiple data centers in an active-active fashion avoiding single point of failure
- b) Deployment of any number of service instances should be possible within and across data centers to meet the scale
- c) Ability to deploy application instances in heterogeneous multi-vendor hardware within the same cluster to ensure newer hardware can be added within same cluster to meet the scale without having to change all machines to uniform configuration
- d) Distributed and load balanced implementation of application to ensure that availability of services is not compromised at any failure instance
- e) MLS Information portal and Digitalization system should provide minimum 99.5 % uptime.

An important aspect of ensuring the above-mentioned availability criteria would be creation of Standard Operating Procedure (SOP) for system upgrades, maintenance and other procedural needs.

9.11 ANNEXURE 11 – IT INFRASTRUCTURE ITEM COMPLIANCE

Table 64 – Track 3 - IT Infrastructure component compliance details

#	Item	To be provided of the OEM listed in latest *Gartner report (latest report available on the last date of submission of RFP)	Quadrant	Section Reference
1.	Primary Storage	Magic Quadrant for Primary Storage	Leaders	9.11.1
2.	Network Equipment: Switches & Routers	Magic Quadrant for Data Center Networking	Leaders, Challengers	9.11.2
3.	Hyperconverged Infrastructure	Magic quadrant for Hyperconverged Infrastructure	Leaders	9.11.3
4.	Next Gen Firewall /Enterprise Firewall	Magic Quadrant for Network Firewalls	Leaders, Challengers	9.11.4
5.	Security Information and Event Management (SIEM)	Magic Quadrant for Security Information and Event Management	Leaders	9.11.6
6.	Web Application Firewall (WAF)	Magic Quadrant for Web Application Firewall	Leaders, Challengers	9.11.7
7.	Endpoint Protection (Anti-Virus)	Magic Quadrant for Endpoint Protection Platforms	Leaders	9.11.8
8.	Software Defined (SD) WAN Infrastructure	Magic Quadrant for WAN edge Infrastructure	Leaders	9.11.9

#	Item	To be provided of the OEM listed in latest *Gartner report (latest report available on the last date of submission of RFP)	Quadrant	Section Reference
9.	Enterprise Wired and Wireless LAN Infrastructure	Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure	Leaders	9.11.10
10.	Enterprise backup and Recovery Software solutions	Magic Quadrant for Enterprise backup and Recovery Software solutions	Leaders	9.11.11

*Wherever the Gartner report is not published for any category of the product or solution, the bidder may submit an alternative reputed product analysis report viz Forrester or IDC or other similar reports. Bidders need to submit a copy of relevant section of the respective report along with technical bid.

9.11.1 Primary Storage



Source: Gartner (October 2021)

9.11.2 Data Center Networking



Source: Gartner (June 2020)

9.11.3 Hyperconverged Infrastructure Software



Source: Gartner (November 2021)

9.11.4 Network Firewalls



Source: Gartner (November 2021)

9.11.5 Security Information and Event management



Source: Gartner (June 2021)

9.11.6 Web Application Firewalls



9.11.7 Endpoint Protection Platforms



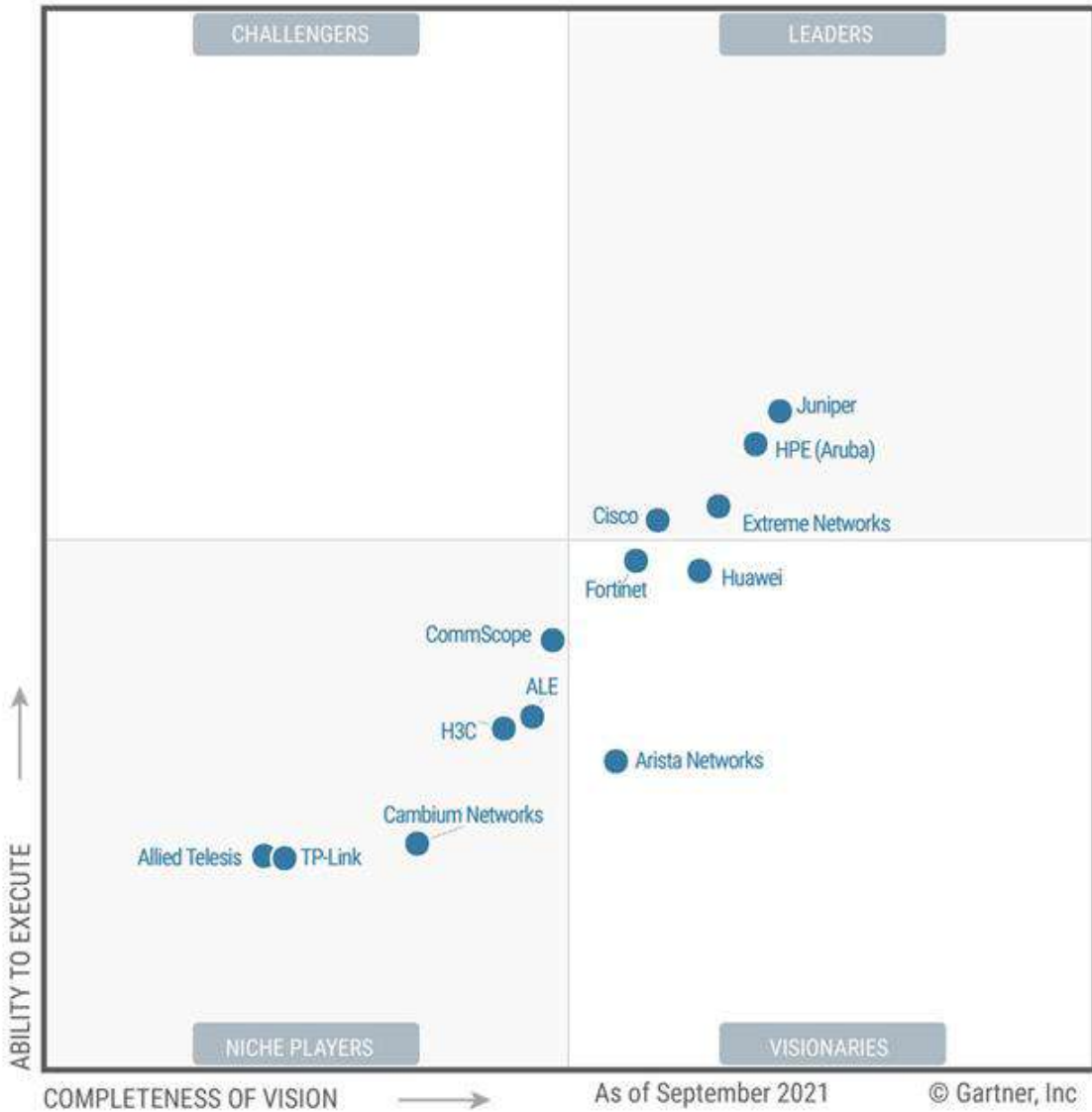
Source: Gartner (May 2021)

9.11.8 WAN edge Infrastructure



Source: Gartner (September 2021)

9.11.9 Enterprise Wired and Wireless LAN Infrastructure



Source: Gartner (November 2021)

9.11.10 Enterprise backup and Recovery Software solutions



Source: Gartner (July 2021)

9.12 ANNEXURE 12 – LIST OF KEY QUERIES RECEIVED BY LIBRARY DEPARTMENT

Below is the selective list of queries received by Library department from MLCs or MLAs or others for seeking the information.

- 1) Discussion on Maharashtra Municipal Corporation (Amendment) bill in both Houses since the act was passed in 1949. Should cover all Ordinances, Bills and amending acts, their discussions in Legislature and also the different rules, orders, notifications, regulations passed under the Act and which have got published in Maharashtra Government Gazette
- 2) Speech made by a particular Member on a specific topic in the capacity of a Member of opposition party, as a member of ruling party and as a Minister in his entire tenure
- 3) GR relating to reservation for orphans in Maharashtra government jobs
- 4) GR about crop annewari
- 5) GR about government quota house 5% 2%
- 6) GR about school admission age of children
- 7) Bullock cart race in Maharashtra
- 8) Caste certificate verification for local body elections.
- 9) Ban on children below 18 years to participate in Dahi Handi festival.
- 10) List of Guardian Ministers
- 11) Policy on school bags of children
- 12) Hill station policy
- 13) Industrial policy of Maharashtra
- 14) Mobile tower policy
- 15) State Reorganisation Committee report
- 16) Committee on night schools in Maharashtra
- 17) Modak Mayer committee
- 18) Vadhane Committee
- 19) CAG report on farmers loan waiver
- 20) Report on State Transportation
- 21) TISS report on Farmers suicide
- 22) Report of fact finding team on Vidarbha
- 23) Discussion on separate Vidarbha
- 24) Discussion on Lavasa project
- 25) Discussion on backlog of Vidarbha and Marathwada
- 26) Maratha Reservation discussion
- 27) Nagpur agreement

- 28) Akola agreement
- 29) Governor's directives for development boards 2016
- 30) Newspaper article on development board by Ulhas Pawar
- 31) Bombay police manual
- 32) Drought manual
- 33) General election results for Mumbai Suburban district from 1995 to 2019
- 34) Name and number of women MLC/MLA from 1960 to 1980
- 35) List of Home Minister along with duration and political party name
- 36) Economic survey of year 1973
- 37) Citizen charter of Urban Development department
- 38) Bombay Presidency Gazetteer 1885
- 39) Government schemes for women and children
- 40) Manifesto of political party for Assembly elections 2009
- 41) Common Minimum Programme of government
- 42) List of Council of Ministers
- 43) List of Scheduled Caste MLAs
- 44) List of Leader of Opposition in Assembly from 1960 till date
- 45) Copy of Rules of Business of Maharashtra government
- 46) White paper on Finance 2015
- 47) Charitable Trust Hospitals schemes and facilities for poor
- 48) Maharashtra Civil Services discipline and appeal rules
- 49) Maharashtra rules for small family rules for government employers
- 50) Name of Anglo Indian Community Member in 12th Maharashtra Assembly
- 51) Right to Public Service acts of different States
- 52) Articles on demonetization
- 53) List of panels of chairmen in July 2016 session
- 54) How many times election for held for the post of Speaker and Number of votes obtained by the winning candidate in Speaker election in 1962
- 55) Average number of session days and working hours of winter session since 1960
- 56) Who was the Governor, Chief Minister, Chairman and Speaker of Maharashtra in 2001
- 57) Governor and Finance Minister's speech in 2003 and speech of leader of Opposition, Assembly on it

- 58) Speech of Revenue Minister on exemption of stamp duty when property gifted among blood relations
- 59) Statements of Home Minister on Communal riots in Maharashtra.
- 60) Sachin Tendulkar's Congratulatory motion on getting Bharat Ratna award
- 61) Calling attention on sand mafias
- 62) Half hour discussion on demands related to teachers in Maharashtra in Legislative Council
- 63) Government Resolution discussed and passed in both Houses to declare Marathi as classical language
- 64) Last day motion on law and order situation in Maharashtra
- 65) Discussion on supplementary demands of Urban development department in Budget session 2017
- 66) Speeches of a particular Member in the capacity as Minister in 13th Assembly
- 67) Condolence motion for the sad demise of former Governor of Maharashtra in Monsoon session 2022
- 68) Discussion in House under various devices on Maharashtra Karnataka Boarder dispute
- 69) Water pollution caused by MIDCs in Maharashtra
- 70) Debates from both Houses relating to passage of Rent Control act
- 71) When was Vande Mataram first sang before start of session
- 72) When was Advocate General called in Assembly
- 73) Instances of disruptions during Governor's and/or Finance minister's speech
- 74) Discussion about welfare schemes and packages for Farmers
- 75) Attack of insects on the agricultural crops
- 76) On which date was the MMRDA annual report laid in House in 2015
- 77) What was the title and content of the VJNT committee report laid in House in Winter 2011
- 78) Discussion on the Public University (amendment) bill 2021 in Council
- 79) Discussion on cloud burst and land sliding in Mumbai in July 2005 rains
- 80) Question hour discussion on koyana dam
- 81) Speeches of two MLAs each from ruling and opposing sides on general budget discussion
- 82) Private member bill on giving pension to small farmers, artisans etc
- 83) Discussion on Shree Krishna commission report
- 84) Discussion on load shading
- 85) Question on street-dogs

- 86) Discussion on Sachar committee report
- 87) Discussion on Farmer suicide
- 88) Discussion on Atrocities on Dalits
- 89) Discussion on women Atrocity
- 90) Discussion on Mandal commission
- 91) Discussion on Adarsh scam
- 92) Discussion on Minister corruption
- 93) Discussion on Khadakwasla and Panshet dam
- 94) Discussion on Vande Mataram
- 95) Discussion on Lote MIDC
- 96) Discussion on Jaitapur project
- 97) Packages given to the farmers
- 98) Discussion on Drought
- 99) Discussion on Development Boards
- 100) Discussion on Toll policy of Maharashtra
- 101) Speeches given by Revenue Minister during the period 2005 to 2009
- 102) Discussion on the GATT agreement
- 103) Discussion on the Abolition of Urban land ceiling act
- 104) Discussion on Mumbai-Nagpur Samruddhi Mahamarg (Highway)
- 105) Discussion on accidents which take place on Mumbai -Goa highway
- 106) Discussion on Crop-Assurance scheme
- 107) Discussion on German Bakery incident
- 108) Discussion on Mumbai attack which took place on 26/11
- 109) Discussion on Govari Massacre
- 110) Discussion on Housing policy of Maharashtra
- 111) Discussion on cut motion on Enron project

Section 10:

Draft Master Service Agreement (MSA)

10 SECTION 10: DRAFT MASTER SERVICE AGREEMENT (MSA)

The MSA between MLS and MSP shall be signed as per the details mentioned in BDS. The contract will be effective from date of issuance of work order.

In exceptional circumstances, on request of the MSP in writing for extension, MLS reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.

In addition to terms and conditions being mentioned here under, all terms and conditions of the RFP and corrigendum(s) issued will also be applicable for the contract.

On failure of execution of contract by MSP, the EMD furnished will be forfeited.

The format of the contract is as follows.

Stamp duty INR 500/- upto 10,00,000/- + 0.01% of the amount above INR 10 lakh subject to maximum of 25 lakhs.

10.1 DRAFT OF MASTER SERVICE AGREEMENT

THIS DRAFT CONTRACT AGREEMENT("Agreement") is made on this the <***> day of <***> 20... at Mumbai, India.

BETWEEN

----- having its office at --
----- India hereinafter referred to as
'Maharashtra Legislature Secretariat'/ 'MLS' or '-----', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956/2013, having its registered office at <***> (hereinafter referred to as **'the Managed Service Provider/MSP'** which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the **'Parties'** and individually as a **'Party'**.

WHEREAS:

1. MLS is desirous for Implementation and Operations Management of Digitalization of documents, Library portal with AI/ML based multilingual search engine, BI analytics, and upgradation of IT infrastructure of Maharashtra Legislature Secretariat.

2. In furtherance of the same, MLS undertook the selection of a suitable MSP through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***>.
3. MSP has been selected as the MSP on the basis of the bid response, to undertake the Project of the development and implementation of the solution, its roll out and sustained operations.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITION AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in Schedule I. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and Annexures to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate or Special Purpose Vehicle or Joint venture, wherever and however incorporated or established;
- (d) Other
- (e) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (f) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (g) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (h) references to a '**Business day**' shall be construed as a reference to a day (other than Saturday, Sunday and other gazette holidays) on which MLS is generally open for business at Mumbai and/or Nagpur
- (i) references to times are to Indian Standard Time;

- (j) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (k) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- (l) MSP has been used for the same entity i.e., bidder selected for the project.

1.3. **Measurements and Arithmetic Conventions**

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 INR.

1.4. **Ambiguities within Agreement**

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5. **Priority of documents**

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties as noted in this Clause. If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- (a) This Agreement along with
- (b) the SLA agreement,
- (c) NDA agreement,
- (d) Schedules and Annexures,
- (e) The RFP with subsequently issued corrigenda
- (f) technical and financial bid submitted by MSP, to the extent they along with subsequently issued clarifications furnished by MSP in response to the RFP, to the extent they are not inconsistent with any terms of the RFP

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures / Schedules or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

2. SCOPE OF THE PROJECT

The overall scope of work for the MSP is detailed in section 2 of the RFP. The MSP agrees to perform its obligations and the entire scope of work defined in the RFP, this Agreement, and the Bid (to the extent agreed by MLS as per the attached Annexure.

The roles and responsibilities of the Parties under this Agreement have been set out in detail as Annexure F of this Agreement.

For the avoidance of doubt, it is expressly clarified that this Agreement shall govern the provision of the contracted professional services under the SLA to MLS and its nominated agencies. It is anticipated that new or renewal agreements may be undertaken by creating a separate SLA, with schedules and annexures as required, under this Agreement for each additional engagement.

2.1. Key components of Scope of work

The scope of work for the project will be as per the Section 2 of the RFP and subsequently issued corrigenda. The following are the key components of the scope of work.

- a) Track 1: Application design, development, and implementation of MLS Information Portal
- b) Track 2: Data digitalization of debates documents and other materials of Maharashtra Legislature Library and other departments of Maharashtra Legislature Secretariate
- c) Track 3: IT and Non-IT infrastructure procurement, supply, installation, and bandwidth for the project for DC, Cloud DR, LAN upgradation, FTTP Network
- d) Track 4: Upgradation of Library Department and other facility upgradation including Library Experience center and Project Management Center
- e) Track 5: Helpdesk setup and Operations
- f) Track 6: Training and Capacity building
- g) Track 7: Operations and Maintenance

3. TERM AND DURATION OF THE AGREEMENT

- 3.1. This Agreement shall come into effect from <date> of acceptance of Letter of Intent by the MSP (hereinafter the "Effective Date") and shall, unless terminated earlier in accordance with its terms, expire on the date on which this Agreement expires, which shall be a period of three (3) years from 'Go-Live' ('Term') extendable at the option of MLS for a period of up to two years (or part thereof) on mutually agreed terms and conditions. The Term, for the purposes of any payments to MSP, does not include (a) any extension arising out of breach of any obligations by MSP, (b) unless otherwise agreed, time duration for implementation of exit management plan.

- 3.2. In the case of such extension of contract beyond the stipulated period, the warranties, Performance Bank Guarantee, exit management protocol, insurance etc. shall be extended for equivalent period.

4. CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1. Provisions to take effect upon fulfillment of Conditions Precedent

Subject to express terms to the contrary, the rights of MSP to receive payments and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set forth below. However, MLS may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the MSP.

4.2. Conditions

a) Conditions Precedent of the Managed Service Provider

The MSP shall be required to fulfill the Conditions Precedent which are as follows:

- (i) to provide an unconditional, irrevocable, and continuing a Performance Security/Guarantee for an amount equal to 5% of the total value of the project from any commercial bank in the format acceptable to MLS within 15 days after the receipt of valid Performance Guarantee and documentary evidence of incorporation of SPV by MSP; and other guarantees/ payments as and when required to MLS or its nominated agencies; and
- (ii) to provide MLS or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery, and performance of this Agreement by MSP.

b) Conditions Precedent of MLS

MLS shall be required to fulfil the Conditions Precedent which are as follows:

- (i) Handing over of site; and
- (ii) Necessary clearances (if any);
- (iii) Approval of the Project by a Competent Authority, etc.

For the avoidance of doubt, it is expressly clarified that the obligations of the Parties except the financial obligations of MLS under this Agreement shall commence from the fulfilment of the Conditions Precedent as set forth above.

c) 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 this Agreement.

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

d) Non-fulfilment of the Managed Service Provider's Conditions Precedent

- (i) In the event that any of the Conditions Precedent of the MSP have not been fulfilled within 15 days of signing of this Agreement and the same have not

been waived fully or partially by MLS or its nominated agencies, this Agreement shall cease to exist;

- (ii) In the event that the Agreement fails to come into effect on account of non fulfilment of the MSP's Conditions Precedent, MLS or its nominated agencies shall not be liable in any manner whatsoever to the MSP and MLS shall forthwith forfeit the Performance Guarantee.
- (iii) In the event that possession of any of MLS or its nominated agencies facilities has been delivered to the MSP prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such shall immediately revert to MLS or its nominated agencies, free and clear from any encumbrances or claims.

5. OBLIGATIONS UNDER THE SLA

The SLA shall be governed as defined in the RFP.

In relation to any future SLA agreed between the Parties; each of the Parties shall observe and perform the obligations set out herein.

a) Change of Control

- (i) In the event of a change of control of the MSP during the Term, the MSP shall promptly notify MLS of the same in the format set out as Annexure A of this Agreement.
- (ii) In the event that the net worth of the surviving entity is less than that of MSP prior to the change of control, MLS may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the MSP from a guarantor acceptable to MLS (which shall not be MSP or any of its associated entities).
- (iii) If such a guarantee is not furnished within 30 days of MLS requiring the replacement, MLS may exercise its right to terminate the SLA and/ or this Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- (iv) Pursuant to termination, the effects of termination as set out in Clause 14.2 of this Agreement shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the MSP shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

b) Final testing and certification

The Project shall be governed by the mechanism of final acceptance testing and certification to be put into place by MLS and MSP as under:

- (i) Final testing and certification criteria 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 RFP and this Agreement;

- (ii) Final testing and certification criteria will be finalized from the development stage to ensure that the guidelines are being followed and to avoid large scale modifications pursuant to testing done after the application is fully developed;
- (iii) Final testing and certification criteria will consider conducting specific tests on the software, hardware, networking, security and all other aspects;
- (iv) Final testing and certification criteria will establish appropriate processes for notifying the MSP of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the MSP to take corrective action; etc. The Parties shall each ensure that the range of the Services under the SLA shall not be varied, reduced or increased except with the prior written agreement between MLS and MSP in accordance with the Change Control Schedule set out in Schedule II of this Agreement. Save for the express terms of the Terms of Payment Schedule set out as Schedule VI of this Agreement, MLS and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule II of this Agreement, without the need to go for a separate procurement process.

6. REPRESENTATIONS AND WARRANTIES

6.1. Representations and warranties of the Managed Service Provider

The MSP represents and warrants to MLS that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- (b) it is a competent provider of a variety of information technology and business process management services;
- (c) it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (d) from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (e) in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to MLS's normal business operations
- (f) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof,

and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

- (g) the information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
- (h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (i) there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- (l) no representation or warranty by it contained herein or in any other document furnished by it to MLS in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (m) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of MLS in connection therewith.

6.2. **Representations and warranties of MLS**

MLS represent and warrant to the MSP that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise

its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

- (b) it has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;
- (f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on MLS or its nominated agencies ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (i) it has complied with Applicable Laws in all material respects;
- (j) all information provided by it in the RFP in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects; and
- (k) upon the MSP performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the MSP, in accordance with this Agreement.

7. OBLIGATIONS OF MLS

Without prejudice to any other undertakings or obligations of MLS or the nominated agency under this Agreement, MLS shall perform the following:

- (a) To provide any support through personnel to test the system during the Term;
- (b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons;
- (c) MLS shall provide the data (including in electronic form wherever applicable/available) to be migrated.
- (d) To authorize the MSP to interact for implementation of the Project with external entities such as the authorized banks, trademark database etc.

8. OBLIGATIONS OF THE MANAGED SERVICE PROVIDER

- (a) It shall provide to MLS, the Deliverables as set forth in Annexure C of this Agreement.
- (b) It shall perform the Services as set out in Section 2 of this Agreement and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- (c) It shall ensure that the Services are being provided as per the Project Timelines set out as Annexure C to this Agreement.

9. APPROVALS AND REQUIRED CONSENTS

- (a) The Parties shall cooperate to procure, maintain, and observe all relevant and regulatory and governmental licenses, clearances, and applicable approvals (hereinafter the "Required Consents") necessary for the MSP to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.
- (b) MLS or its nominated agencies shall use reasonable endeavours to assist MSP to obtain the Required Consents. In the event that any Required Consent is not obtained, the MSP and MLS will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for MLS to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the MSP shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the MSP's obligations are not dependent upon such Required Consents.

10. USE OF ASSETS BY THE MANAGED SERVICE PROVIDER

During the Term the MSP shall:

- (a) take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the Project and other facilities leased / owned / operated by the MSP exclusively in terms of ensuring

their usability for the delivery of the Services as per this Agreement (hereinafter the "**Assets**") in proportion to their use and control of such Assets; and

- (b) keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the MSP takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- (c) ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the MSP will be followed by the MSP and any person who will be responsible for the use of the Assets;
- (d) take such steps as may be properly recommended by the manufacturer of the Assets and notified to the MSP or as may, in the reasonable opinion of the MSP, be necessary to use the Assets in a safe manner;
- (e) ensure that the Assets that are under the control of the MSP, are kept suitably housed and in conformity with Applicable Law;
- (f) procure permission from MLS and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements;
- (g) 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 Applicable Law.

11. ACCESS TO MLS LOCATIONS

- 11.1. For so long as the MSP provides services to MLS location on a non-permanent basis and to the extent necessary, MLS shall, subject to compliance by the MSP with any safety and security guidelines which may be provided by MLS and notified to the MSP in writing, provide the MSP with:
 - a) reasonable access with prior approval of MLS, in the same manner granted to MLS employees/visitors, to MLS location as per the working hours of MLS offices at Mumbai and Nagpur.
 - b) reasonable workspace, access to office equipment as mutually agreed and other related support services in such location and at such other MLS location, if any, as may be reasonably necessary for the MSP to perform its obligations hereunder and under the SLA.
- 11.2. Access to locations, office equipment and services shall be made available to the MSP on an "as is, where is" basis by MLS. The MSP agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:
 - a) for the transmission of any material which is defamatory, offensive, or abusive or of an obscene or menacing character; or
 - b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

12. MANAGEMENT PHASE**12.1. Governance**

The review and management process of this Agreement shall be carried out in accordance with the Governance Schedule set out in Schedule V of this Agreement and shall cover all the management aspects of the Project.

12.2. Use of Services

- (a) MLS as the case may be, will undertake and use the Services in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA or this Agreement or any agreement that may be entered into between the Parties from time to time;
- (b) MLS shall be responsible for the operation and use of the Deliverables resulting from the Services.

12.3. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule set out in Schedule II of this Agreement.

12.4. Security and Safety

- (a) The MSP shall comply with the technical requirements of the relevant security, safety and other requirements specified in the Information Technology Act or Telegraph Act including the regulations issued by department of telecom (wherever applicable) and follow the industry standards related to safety and security (including those as stated in the RFP), insofar as it applies to the provision of the Services.
- (b) Each Party to the SLA/Agreement shall also comply with MLS or the Government of India's security standards and policies in force from time to time at each location of which MLS make the MSP aware in writing insofar as the same apply to the provision of the Services.
- (c) The Parties to the SLA/Agreement shall use reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with MLS as the case may be or any of their nominees data, facilities or Confidential Information.
- (d) The MSP shall upon reasonable request by MLS as the case may be or their nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- (e) As per the provisions of the SLA or this Agreement, the MSP shall promptly report in writing to MLS, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at the facilities of MLS as the case may be.

12.5. Cooperation

Except as otherwise provided elsewhere in this Agreement or the SLA, each Party ("**Providing Party**") to this Agreement or to the SLA undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- (a) does not require material expenditure by the Providing Party to provide the same;
- (b) is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement or the SLA;
- (c) cannot be construed to be Confidential Information; and
- (d) is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the contractors and subcontractors of the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

13. Completeness of contract

The contract will be deemed as incomplete if any component of the MLS Information Portal and Digitalization system solutions (application/ software/ hardware/ IT & Non-IT infrastructure/ others), handholding, training, etc. or any documentation relating thereto is not delivered, or is delivered but not installed and/or not operational or is not performing as per the agreed terms or in any other way is unacceptable to MLS even after acceptance testing / examination. In such an event, the contract will be termed as incomplete. The solution (software/ hardware) will be accepted by MLS after successful commissioning and satisfactory functioning as per the terms & conditions of RFP/Contract.

14. Timelines of project

The project timelines shall be as per the timelines provided in Section 7 of the RFP.

15. Data Security

MSP and its team must maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by MLS

In this regard, selected bidder must comply with the following

- a) Audit Trails

The MLS Information Portal and Digitalization System developed by MSP should maintain audit trail of all the work done. There shall be provision of separate login for all the users and administrator

- b) Confinement of data

Any data or related document (both in physical and electronic format) being used for the MLS Information Portal and Digitalization System implementation will not be allowed to be taken outside without the permission of authorities of MLS

c) Use of data storage devices

Before the start of the work, MSP may proactively take permission from the MLS regarding use of following electronic gadgets

- Pen Drive
- Hard Disk
- CD/DVD
- Internet dongles
- Camera/Camcorder
- Mobile phones having camera or storage facility

MSP must give details and request for any access to any other device capable of storing or capturing data in any format by its staff in following draft format

- Name of Staff members to be given access:
- Type of device to be allowed:
- Company/Make/Model of device:
- Any other information required to identify device:
- Reason for permission:

The MLS may also ask selected bidder to take such permissions specifically for any project.

16. Data Security Risk Purchase Clause

In case the MSP fails to execute the project as stipulated in the delivery schedule, MLS, reserves the right to procure similar services from alternate sources at the risk, cost, and responsibility of the MSP. Before taking such a decision, the MLS would give a notice period of 1 month.

17. FINANCIAL MATTERS

17.1. Terms of Payment

- (a) In consideration of the Services and subject to the provisions of this Agreement and of the SLA, MLS shall pay the MSP for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment Schedule set out as Schedule VI of this Agreement.
- (b) All payments are subject to the application of SLA compliance provided in section 6 of the RFP. For the avoidance of doubt, it is expressly clarified that MLS will pay the service credits as stated in accordance with the Schedule VI of this Agreement and MLS may also calculate a financial sum and debit the same against the terms of

payment as set out in Schedule VI of this Agreement as a result of the failure of the MSP to meet the Service Level as defined in SLA.

- (c) Save and except as otherwise provided for herein or as agreed between the Parties in writing, MLS shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the MSP performance of any obligations under this Agreement or the SLA) other than those covered in Schedule VI of this Agreement. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause.

17.2. **Invoicing and Settlement**

- (a) Subject to the specific terms of the SLA, the MSP shall submit its invoices in accordance with the following principles:
 - (i) MLS shall be invoiced by the MSP for the Services. Generally and unless otherwise agreed in writing between the Parties or expressly set out in the SLA, the MSP shall raise an invoice as per Schedule VI of this Agreement; and
 - (ii) Any invoice presented in accordance with this Article shall be in a form agreed with MLS.
- (b) The MSP alone shall invoice all payments after receiving due approval from the MLS. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Schedule VI of this Agreement. The MSP shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the charge relating to such Service is (i) authorized or (ii) incurred, whichever is later.
- (c) Payment shall be made within thirty (30) days of the receipt of invoice along with supporting documents by MLS subject to penalties. The penalties are imposed on the MSP as per the penalty criteria specified in the RFP.
- (d) MLS shall be entitled to delay or withhold payment of any invoice or part of it delivered by the MSP under Schedule VI of this Agreement where MLS disputes/withholds such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the escalation procedure as set out in Schedule V of this Agreement. Any exercise by MLS under this Clause shall not entitle the MSP to delay or withhold provision of the Services.
- (e) MLS shall be entitled to delay or withhold part of the payment of any invoice which is under a dispute. The withheld amount shall be limited to that which is the disputed amount. The disputed amount shall be referred to the escalation procedure as set out in Schedule V of this Agreement. Any exercise by MLS under this Clause shall not entitle the MSP to delay or withhold provision of the Services.

- (f) The MSP shall be solely responsible to make payment to its sub-contractors.

17.3. Tax

- (a) MLS shall be responsible for withholding taxes from the amounts due and payable to the MSP wherever applicable. The MSP shall pay for all other taxes in connection with this Agreement, SLA, scope of work and any other engagement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.
- (b) MLS shall provide MSP with the original tax receipt of any withholding taxes paid by MLS on payments under this Agreement. The MSP agrees to reimburse and hold MLS harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among MLS, the MSP and third-party subcontractors.
- (c) remuneration and reimbursable expense otherwise payable to the MSP under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts to new or fresh tax or levy imposed after submission of the bid the MSP shall be entitled to reimbursement on submission of proof of payment of such tax or levy
- (d) The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with the following:
- (i) any resale certificates;
 - (ii) any relevant information regarding out-of-state or use of materials, equipment or services; and
 - (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

18. TERMINATION

18.1. Material Breach

- (a) If either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month's notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, MLS, or MSP, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
- (i) If the MSP is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then MLS may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues,

after the expiry of such notice period, MLS will have the option to terminate this Agreement. Further, MLS may after affording a reasonable opportunity to the MSP to explain the circumstances leading to such a breach.

- (ii) If there is a Material Breach by MLS or its nominated agencies which results in not providing support for effecting data migration or not providing the certification of User Acceptance, and / or failing to make payment of undisputed amount within 45 working days from date of submission of invoice, then the MSP will give a one month's notice for curing the Material Breach to MLS. After the expiry of such notice period, the MSP will have the option to terminate the Agreement
- (b) MLS may by giving a one month's written notice, terminate this Agreement if a change of control of the MSP has taken place. For the purposes of this Clause, in the case of MSP, change of control shall mean the events stated in Clause 5.3, and such notice shall become effective at the end of the notice period as set out in Clause 5.3 (c).
- (c) In the event that MSP undergoes such a change of control, MLS may, as an alternative to termination, require a full Performance Guarantee for the obligations of MSP by a guarantor acceptable to MLS. If such a guarantee is not furnished within 30 days of MLS's demand, MLS may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the MSP.
- (d) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

18.2. Termination for Convenience

18.2.1. The MLS may at any time terminate the Contract for any reason by giving the MSP a notice of termination that refers to this clause.

18.2.2. Upon receipt of the notice of termination under this clause, the MSP shall either as soon as reasonably practical or upon the date specified in the notice of termination:

- (a) cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Purchaser pursuant to Clause 18.2.2 (d) (ii) below;
- (c) remove all MSP's Equipment from the site, repatriate the MSP's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;
- (d) in addition, the MSP shall:
 - (i) deliver to the Purchaser the parts of the System executed by the MSP up to the date of termination;
 - (ii) to the extent legally possible, assign to the Purchaser all right, title, and benefit of the MSP to the System, or Subsystem, as at the date of

- termination, and, as may be required by the Purchaser, in any subcontracts concluded between the MSP and its Subcontractors;
- (iii) deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the MSP or its Subcontractors as of the date of termination in connection with the System

18.3. **Effects of termination**

- (a) If MLS terminates this Agreement pursuant to failure on the part of the MSP to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by MSP may be forfeited.
- (b) Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule set out as Schedule III of this Agreement.
- (c) If MLS or the MSP terminates this Agreement, the compensation will be decided in accordance with the Exit Management Schedule set out as Schedule III of this Agreement.
- (d) MLS agrees to pay MSP for i) all charges for Services MSP provides and any Deliverables and/or system (or part thereof) MSP delivers through termination, and ii) reimbursable expenses MSP incurs through termination. If MLS terminates without cause, MLS also agrees to pay any applicable adjustment expenses MSP incurs because of such termination (which MSP will take reasonable steps to mitigate).

18.4. **Termination of this Agreement due to bankruptcy of MSP**

MLS may serve written notice on MSP at any time to terminate this Agreement with immediate effect if the MSP reporting an apprehension of bankruptcy to MLS or its nominated agencies

19. **INDEMNIFICATION & LIMITATION OF LIABILITY**

19.1. Subject to Clause 19.4 below, MSP (the "Indemnifying Party") undertakes to indemnify MLS (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.

19.2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

19.3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

- (a) Indemnified Party's misuse or modification of the Service;
- (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

If any Service, information, direction, specification, or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- (i) procure the right for Indemnified Party to continue using it,
- (ii) replace it with a non-infringing equivalent,
- (iii) modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

19.4. The indemnities set out in Clause 19.1 shall be subject to the following conditions:

- (a) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (b) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (c) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (d) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (e) all settlements of claims subject to indemnification under this Clause will:
 - (i) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the

Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

(ii) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- (f) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (g) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (h) if the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (i) if a Party makes a claim under the indemnity set out under Clause 15.1 above in respect of any Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

19.5. The liability of MSP (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed one time of average annual contract value payable under this Agreement calculated over a reasonable period of months before the cause of action arose with respect to the work involved under the applicable Schedule/Annexure. The liability cap given under this Clause 19.3 shall not be applicable to the indemnification obligations set out in Clause 19.1 and breach of Clause 12.4 and 21.

19.6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 19.1) even if it has been advised of their possible existence.

19.7. The allocations of liability in this Section 15 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

20. FORCE MAJEURE**20.1. Definition of Force Majeure**

"Force Majeure" shall mean any event beyond the reasonable control of the MLS or of MSP and which is unavoidable notwithstanding the reasonable care of the party affected.

20.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

- (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- (c) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

20.2.1. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

20.2.2. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

20.2.3. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under Clause 20.

20.2.4. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- (a) constitute a default or breach of the Contract;
- (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

20.2.5. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

- 20.2.6. In the event of termination pursuant to Clause 20, the rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.
- 20.2.7. Notwithstanding Clause 20.2.4, Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract
- 20.2.8. For the avoidance of doubt, it is expressly clarified that the failure on the part of the MSP under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage, or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes, and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

21. CONFIDENTIALITY

- 21.1. MLS shall allow the MSP to review and utilize highly confidential public records and the MSP shall maintain the highest level of secrecy, confidentiality, and privacy with regard thereto.
- 21.2. Additionally, the MSP shall keep confidential all the details and information regarding the Project, including systems, facilities, operations, management, and maintenance of the systems/facilities.
- 21.3. MLS shall retain all rights to prevent, stop and if required take the necessary punitive action against the MSP regarding any forbidden disclosure.
- 21.4. The MSP shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, as per Annexure G, which have been duly approved by MLS with respect to this Project.

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- (a) information already available in the public domain;
 - (b) information which has been developed independently by the MSP;
 - (c) information which has been received from a third party who had the right to disclose the aforesaid information;
 - (d) information which has been disclosed to the public pursuant to a court order.
- 21.5. To the extent the MSP shares its confidential or proprietary information with MLS for effective performance of the Services, the provisions of the Clause 21.1 to 21.3 shall apply mutatis mutandis on MLS.
- 21.6. Any handover of the confidential information needs to be maintained in a list, both by MLS & MSP, containing at the very minimum, the name of provider, recipient,

date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

- 21.7. Notwithstanding anything to the contrary mentioned hereinabove, the MSP shall have the right to share the Letter of Intent / work order provided to it by the MLS in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

22. AUDIT, ACCESS, AND REPORTING

The MSP shall allow access to MLS to all information which is in the possession or control of the MSP and which relates to the provision of the Services as set out in the Audit, Access, and Reporting Schedule and which is reasonably required by MLS to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule IV of this Agreement.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1. **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. MSP 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 MLS 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.
- 23.2. **Bespoke development:** Subject to the provisions of Clause 19.3 and 19.4 below, upon payment, the IPR rights for any bespoke development done during the implementation of the project will lie with MLS.
- 23.3. **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 MSP should grant MLS a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to MLS 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. MLS'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 MLS at the conclusion of performance of the services.

- 23.4. **Residuals:** In no event shall MSP 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, MSP 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.

24. WARRANTY & MAINTENANCE

- 24.1. Standard: The MSP warrants that the Project, including all the system(s), materials and goods supplied pursuant to the Agreement, shall be free from any defect or deficiency the material, design, engineering, and workmanship that prevent the system 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 system and/or any of its sub-system(s). Commercial warranty provisions of products supplied under the Agreement shall apply to the extent they do not conflict with the provisions of this Agreement.
- 24.1.1. MSP also warrants that the products, materials and other goods supplied under the Agreement are new, unused and incorporate all recent improvements in design that materially affect the system's or subsystem's ability to fulfill the technical requirements specified in the RFP.
- 24.1.2. In addition, the MSP warrants that: (i) all Goods components to be incorporated into the System form part of the MSP/OEM's and/or Subcontractor's current product lines.
- 24.1.3. The warranty period shall commence from the date of Go Live of the project or of any major component or subsystem for which phased Go-Live is provided for in the Agreement and shall extend for as follows:

Component	Period
Standard Hardware	12 months post completion of the agreement
COTS Hardware	12 months post completion of the agreement
Bespoke Hardware	12 months post completion of the agreement

MLS should approve signoff within from the submission of deliverables for Go-Live/Phased Go-live (as relevant, depending on project requirement) by the implementing agency. In case MLS fails to respond and provide feedback on the above stated submission, the deliverables will be deemed accepted for the commencement of warranty for the project. However, in case the MLS confirms to MSP an alternative date, then the date would stand revised for deemed acceptance. Such revisions may be limited to 2 (two).

- 24.1.4. 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 MSP, the MSP shall promptly, in consultation and agreement with MLS, and

at the MSP's sole cost repair, replace, or otherwise make good (as the MSP shall, at its discretion, determine) such default, defect or deficiency as well as any damage to the system caused by such default, defect or deficiency. Any defective component, excluding hard disks, that has been replaced by the MSP shall remain the property of the MSP.

- 24.1.5. The MSP may, with the consent of the MLS, remove from the site any product and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, MLS may give the MSP notice requiring that tests of the defective part be made by the MSP immediately upon completion of such remedial work, whereupon the MSP shall carry out such tests. If such part fails the tests, the MSP shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the Purchaser and the Supplier
- 24.1.6. If the MSP fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within a reasonable time period, the Purchaser may, following notice to the MSP, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the Purchaser in connection with such work shall be paid to the Purchaser by the MSP or may be deducted by the Purchaser from any amount due to the MSP.
- 24.1.7. If the System or any of its sub-systems cannot be used by reason of such default, defect, or deficiency and/or making good of such default, defect or deficiency, attributable to MSP, 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 the Purchaser because of such defect and/or making good of such default, defect or deficiency. For reasons not attributable to MSP, the MSP shall not be liable.
- 24.1.8. Items substituted for defective parts of the System during the Warranty Period shall be covered by the Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater.
- 24.1.9. The MSP 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 MSP (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 MSP; (iii) the deliverables having been tampered with, altered or modified by Purchaser without the written permission of the MSP, or (iv) use of the deliverables otherwise than in terms of the relevant documentation.
- 24.2. Implied Warranty: 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

25. LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the MSP. In the event of delay or any gross negligence, for causes attributable to the MSP, in meeting the Go-live date, MLS shall be entitled at its option to recover from the MSP as agreed, liquidated damages, a sum of 0.5% of the Gross Quarterly Payout for each completed week or part thereof subject to a limit of 10% of the estimated Contract value.

26. INSURANCE COVER**26.1. Obligation to maintain insurance**

In connection with the provision of the Services, the MSP must have and maintain

- (a) for the Agreement Period, valid and enforceable insurance coverage for
 - (i) public liability;
 - (ii) either professional indemnity or errors and omissions;
 - (iii) product liability;
 - (iv) workers compensation as required by law; and
 - (v) any additional types specified in Schedule I; and
- (b) for two years following the expiry or termination of the Agreement.

26.2. Certificates of currency

The MSP must, on request by MLS, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this Clause 26. The MSP agrees to replace any coverage prior to the date of expiry/cancellation.

26.3. Non-compliance

MLS may, at its election, terminate this Agreement upon the failure of MSP, or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve MSP of its obligations under this Agreement.

27. ESCROW AGREEMENT

- 27.1. MSP shall comply with the escrow provisions below for all Bespoke Development & customized codes (including subcontractor-owned materials and other Third-Party Material incorporated in MSP's Proprietary Material), except to the extent MSP demonstrates to the satisfaction of the MLS that compliance is not permitted by the nature of MSP's limited rights in such material
- 27.2. Within <ninety (90) days> after the MLS's acceptance of the Solution, the Parties shall enter into a software escrow agreement ("Escrow Agreement") with a reputable, independent, third party that provides software escrow services among its principal business offerings ("Escrow Agent"). The Escrow Agreement shall provide for the regular deposit into escrow of all source code (including without limitation all make files, configurational files, data tables upon which execution is dependent, and the like, collectively the "Source Code"), object code, and documentation with respect to all Public Material and MSP's Proprietary Material (and cumulative updates

thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment, and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials. In the event of the termination or expiration of the initial Escrow Agreement or any successor agreement, with minimal delay the Parties shall enter into a substantially equivalent agreement with a successor provider of software escrow services (who shall then be known as the "Escrow Agent").

- 27.3. MSP will make its initial deposit of Source Code within fifteen (15) days after the effective date of the Escrow Agreement MSP shall periodically update the escrow deposit as the Parties shall agree in the Escrow Agreement. In addition to other usual and customary terms, the Escrow Agreement shall provide that the MLS shall be entitled to obtain the deposited materials from escrow upon the MLS's making a proper claim for release from escrow in the event that (c) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or Purchaser bankruptcy, insolvency, reorganization, or liquidation statute; (d) MSP files articles of dissolution (but not if MSP is consolidated or merged into another entity); (e) the Contract expires or terminates for Material Breach of MSP
- 27.4. MSP shall periodically update the escrow deposit as the Parties shall agree in the Escrow Agreement. In addition to other usual and customary terms, the Escrow Agreement shall provide that the MLS shall be entitled to obtain the deposited materials from escrow upon the MLS's making a proper claim for release from escrow in the event that (c) proper written notice is given to the Escrow Agent that release of the copy of the deposited materials is pursuant to applicable Central or Purchaser bankruptcy, insolvency, reorganization, or liquidation statute; (d) MSP files articles of dissolution (but not if MSP is consolidated or merged into another entity); (e) the Contract expires or terminates for Material Breach of MSP.
- 27.5. The release of deposited materials from escrow shall not confer upon the MLS any right of ownership in the deposited materials or the underlying intellectual property embodied therein. In the event of the release of deposited materials to the MLS from escrow, the MLS shall use the deposited materials solely for the benefit of the MLS and its constituents, consistently with the grants of license set forth in Clause 21 of this Agreement.
- 27.6. The release of materials from escrow, without more, shall not cause any further amounts to accrue as payable to MSP by the MLS, and the term of the MLS's possessory and usage rights with respect to the released materials shall be perpetual
- 27.7. The Escrow Agreement shall provide for its automatic termination upon the earlier of five (5) years after the expiration or termination of this Contract, or, release of all Source Code to the MLS and the MLS's subsequent confirmation of compliance with the terms of the Escrow Agreement. MSP shall pay the escrow costs, as well as all costs associated with causing its subcontractors and other third parties to abide by the Escrow Agreement.

28. MISCELLANEOUS**28.1. Personnel**

- (a) The personnel assigned by Managed Service Provider to perform the Services shall be employees of Managed Service Provider or its subcontractor(s), and under no circumstances shall such personnel be considered employees of MLS. The MSP 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 and social security taxes, worker's compensation, employee, and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- (b) The MSP shall use its best efforts to ensure that sufficient MSP personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with MSP, MLS shall have the right to require the removal or replacement of any MSP personnel performing work under this Agreement based on bonafide reasons. If MLS requests that any MSP personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- (c) If MLS and MSP identify any personnel of MSP as "Key Personnel", then the MSP shall not remove such personnel from the Project without the prior written consent of MLS unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- (d) Except as stated in this Clause, nothing in this Agreement or the SLA will limit the ability of MSP to freely assign or reassign its employees; if MSP shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. MLS shall have the right to review and approve MSP's plan for any such knowledge transfer. MSP shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- (e) Each Party shall be responsible for the performance of all its obligations under this Agreement or the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- (f) 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 public.

28.2. Independent Contractor

Nothing in this Agreement or the SLA shall be construed as establishing or implying any partnership 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.

28.3. Sub-contractors

MSP shall not subcontract any work without MLS's prior written consent. However the MSP shall provide the list of all the other services planned to be sub contracted, within 15 days of signing the Agreement. It is clarified that the MSP shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors. The Service provider undertakes to indemnify MLS from any claims on the grounds stated hereinabove.

28.4. Assignment

- (a) All terms and provisions of this Agreement shall be binding on and shall inure to the benefit of MLS and their respective successors and permitted assigns.
- (b) Subject to Clause 5.3, the MSP shall not be permitted to assign its rights and obligations under this Agreement to any third party.
- (c) MLS may assign or novate all or any part of this Agreement and Schedules/Annexures, and the MSP shall be a party to such novation, to any third party contracted to provide outsourced services to MLS or any of its nominees.

28.5. Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that MSP 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 along 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 MSP may include MLS or its client lists for reference to third parties subject to the prior written consent of MLS not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case.

28.6. Notices

- (a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

- (b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below to both the parties:

To
Principal Secretary,
Maharashtra Legislature Secretariat,
Vidhan Bhavan, Backbay Reclamation,
Vidhan Bhavan Marg,
Mumbai – 400032

With a copy to:

Managed Service Provider

Tel:

Fax:

Email:

Contact:

- (c) In relation to a notice given under the MSA / SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- (d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.30 am and 6.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- (e) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

28.7. Variations and Further Assurance

- (a) No amendment, variation or other change to this Agreement or the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule II of this Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement or the SLA.
- (b) Each Party to this Agreement or the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement or the SLA.

28.8. 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.

28.9. Compliance with Applicable Law

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to its business like the MSP 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.

28.10. 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.

28.11. Ethics

The MSP 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 MLS 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 MLS standard policies and may result in cancellation of this Agreement, or the SLA.

28.12. 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 interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

28.13. Amendment

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

29. GOVERNING LAW AND DISPUTE RESOLUTION

- 29.1. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
- 29.2. Any dispute arising out of or in connection with this Agreement or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule set out as Schedule V of this Agreement.
- 29.3. In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows:
- (i) Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - (ii) The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment.
 - (iii) If no resolution can be reached through mutual discussion or mediation within 30 days, then the matter should be referred to Experts for advising on the issue.
- 29.4. In case the mediation does not help in resolution and it requires expertise to understand an issue, a neutral panel of 3 experts, agreeable to both parties should be constituted. The process of the expert advisory would be as follows:
- (i) Aggrieved party should write to the other party on the failure of previous alternate dispute resolution processes within the timeframe and requesting for expert advisory. This is to be sent with a copy to the mediator.
 - (ii) Both parties should thereafter agree on the panel of experts who are well conversant with the issue under dispute.
 - (iii) The expert panel shall use his best endeavors to provide a neutral position on the issue.
 - (iv) If no resolution can be reached through the above means within 30 days then the matter should be referred to Arbitration.
- 29.5. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract

or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the Bombay High Court, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held in Mumbai, India. Any legal dispute will come under the sole jurisdiction of Mumbai, India.

- 29.6. Compliance with laws: Each party will comply with all applicable export and import laws and regulations.
- 29.7. Risk of Loss: For each hardware item, MSP bears the risk of loss or damage up to the time it is delivered to the MSP/MLS-designated carrier for shipment to MLS or MLS's designated location.
- 29.8. Third party components: MSP will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

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 MLS

(FIRST PARTY)

Signed by:

(Name and designation)

MSP

(SECOND PARTY)

(Name and designation) For and on behalf of MSP

Signed by:

30. SCHEDULES**30.1. SCHEDULE I – DEFINITIONS***Table 65 - Schedule I - Definitions*

Adverse Effect	means material adverse effect on (a) the ability of the Managed Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement;
Agreement	means this Master Services Agreement, Service Level Agreement and Non-Disclosure Agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Assets	shall have the same meaning ascribed to it in Clause 10.1 (a)
Software	means the software designed, developed / customized, tested and deployed by the Managed Service Provider for the purposes of the Project and includes the source code (in case of Bespoke development) along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products (including the COTS products used for the product), proprietary software components and tools deployed by the Managed Service Provider;
Bespoke Development	Bespoke development means development of custom-built software for some specific organization.
Business Hours	shall mean the working time for MLS users which is 10:45 AM to 6:50 PM (Monday to Friday). Again, for Web Server, DC, Cloud DR and other components which enable successful usage of web portals of MLS the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;

Bank Guarantees for Mobilization Advance	Means the guarantees provided by a Nationalized / Scheduled Bank in favour of the Managed Service Provider. The amount of Bank Guarantees for Mobilization Advance shall be equivalent to the disbursed mobilization advance in two instalments i.e. the first instalment equivalent to 10% of the contract value to be paid on submission of Bank Guarantee, the second instalment equivalent to 5% of the contract value to be paid after 6 months based on review of progress of the project. This Bank Guarantees for Mobilization Advance shall be valid from the date of submission of bank guarantee and shall continue till the recovery of the entire mobilization advance.
Certificate(s) of Compliance	Shall have the same meaning ascribed to it in Clause 5.4;
Confidential Information	means all information including MLS Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within <15 days> from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

Control	means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the income, of the partnership;
Deliverables	means the products, infrastructure and services agreed to be delivered by the Managed Service Provider in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications;
Proprietary Information	shall have the same meaning ascribed to it in Clause 21.1
Effective Date	shall have the same meaning ascribed to it in Clause 3.1;
MLS	means Maharashtra Legislature Secretariat, which works as a liaison between the executive and the Houses of the Legislature. MLS facilitates the different Ministries to introduce Bills in the House, and take-up other business of the House as decided by the Business Advisory Committee and provides necessary support to the Legislative Committees in getting the required information through interaction with officials of different Government departments
MLS Data	means all proprietary data of the department or its nominated agencies generated out of implementation and operations & maintenance, documents all MLS departments, Debates and other videos and related information including but not restricted to user data which the Managed Service Provider obtains, possesses, or processes in the context of providing the Services to the users pursuant to this Agreement;

Final Acceptance Test	shall be conducted on completion of the following: 1) MLS Data Center operational, 2) Deployment & operational hardware and networking at requisite locations, 3) UAT of the overall integrated solution and portal.
Final Testing and Certification Agency	shall have the same meaning ascribed to it in Clause 5.4;
Force Majeure	shall have the same meaning ascribed to it in Clause 20.1;
Force Majeure Costs	shall have the same meaning ascribed to it in Clause 16.4 (b);
GoM	means the Government of MAHARASHTRA;
Go Live	Note: An objective definition of Go-Live must be customized basis the project requirements. A sample definition is provided below.} 1.1.1 (a) Subject to partial acceptance of the System as described below, Go-Live shall occur in respect of the System, when (a) the Final Acceptance Tests, as specified in the agreed and finalized project plan have been successfully completed; or (b) the Final Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to MLS within a period of <insert days> days from the date of installation or any other agreed-upon period; or (c) MLS has put the System into production or use for 60 consecutive days. If the System is put into production or use in this manner, the MSP shall notify MLS and document such use. 1.1.2 (b) At any time after any of the events set out in Clause above have occurred, the MSP may give a notice to MLS requesting the issue of a Final Acceptance Certificate 1.1.3 (c) After consultation with MLS, and within fourteen (14) days after receipt of the MSP's notice, MLS shall: (a) issue a Final Acceptance Certificate; or (b) notify the MSP in writing of any defect or deficiencies or other reason for the failure of the Final Acceptance Tests; or (c) issue the Operational Acceptance Certificate, if the situation covered by sub-clause (a) arises.

	1.1.4 (d) The MSP shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Final Acceptance Test that MLS has notified the MSP of. Once such remedies have been made by the MSP, the MSP shall notify MLS, and MLS, with the full cooperation of the MSP, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Final Acceptance Tests, the MSP shall notify MLS of its request for Final Acceptance Certification, in accordance with sub clause (b) MLS shall then issue to the MSP the Final Acceptance Certification in accordance with subclause (c), or shall notify the MSP of further defects, deficiencies, or other reasons for the failure of the Final Acceptance Test. The procedure set out in this sub-clause (d) shall be repeated, as necessary, until a Final Acceptance Certificate is issued. 1.1.5 (e) If the System or Subsystem fails to pass the Final Acceptance Test(s) in accordance with these provisions, Clause 27.2, then either: i. MLS may consider terminating the Contract, pursuant to termination provisions; or (b) if the failure to achieve Final Acceptance within the specified time period is a result of the failure of MLS to fulfill its obligations under the Contract, then the MSP shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Agreement. ii. If within 14 days after receipt of the MSP's notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the MSP in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the MSP's said notice. iii. Partial Acceptance: If so specified in the Agreement, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the Contract relating to Installation and Commissioning, including the Final Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in the below clause.

	iv. The issuance of Final Acceptance Certificates for individual major components or Subsystems pursuant to clause a shall not relieve the MSP of its obligation to obtain an Final Acceptance Certificate for the System as an integrated whole (if so specified in the Agreement) once all major components and Subsystems have been supplied, installed, tested, and commissioned. v. In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site works, etc.), the Project Manager shall issue a Final Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site works have been completed. The MSP shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by MLS or MSP.
Indemnifying Party	shall have the same meaning ascribed to it in Clause 19.1;
Indemnified Party	shall have the same meaning ascribed to it in Clause 19.1;
Intellectual Property Rights	means all rights in written designs and copyrights, moral rights, rights in databases and Bespoke Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
Insurance Cover	Public liability insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate - Either professional indemnity or errors and omissions insurance for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate. - Product liability for an insured amount of [INR insert amount] per occurrence and not less than [INR insert amount] in aggregate. - Workers compensation as required by law

Escrow Agreement	An agreement that pursuant to Clause 27 provides for the regular deposit into escrow of all source code, object code, and documentation with respect to all public material and Service Provider's proprietary material (and cumulative updates thereof), together with (a) continually updated instructions as to the compilation, installation, configuration, deployment and use of the Source Code, and (b) a list of all non-deposited third party software used in conjunction with the Source Code to provide the full functionality of the deposited materials
Material Breach	means a breach by either Party (MLS or Managed Service Provider) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Required Deliverables	shall have the same meaning ascribed to it in of the RFP;
Parties	means MLS and Managed Service Provider for the purposes of this Agreement and " Party " shall be interpreted; accordingly,
Performance Bank Guarantee	Means the guarantee provided by a Nationalized / Scheduled Bank in favour of the Managed Service Provider. The amount of Performance Bank Guarantee shall be 10% of the estimated contract value. This Performance Bank Guarantee shall be valid from the date of acceptance of the Letter of Intent and shall continue till sixty days after the completion of all contractual liabilities including warranty obligations and defect liability period as per CVC guidelines.
Planned Application Downtime	means the unavailability of the application services due to maintenance activities such as configuration changes, upgradation, or changes to any supporting infrastructure wherein prior intimation (at least two working days in advance) of such planned outage shall be given and approval sought from MLS as applicable;
Planned network outage	means the unavailability of the network services due to infrastructure maintenance activities such as configuration changes, upgradation, or changes to any supporting infrastructure. Prior intimation of such planned outage shall be given, and approval sought from MLS as applicable and shall be notified at least two working days;
Project	means Project Implementation (roll out) and Maintenance in terms of the Agreement;
Project Implementation	means Project Implementation as per the testing standards and acceptance criteria prescribed by MLS or its nominated agencies;

Project Implementation Phase	shall be from the Effective Date of the Agreement to the date of final acceptance testing & certification as set out in Clause 5.4 of this Agreement;
Project Implementation Committee (PIC)	shall be constituted by MLS to monitor the activities, deliverables, and progress of the Project.;
Project Timelines	shall have the same meaning ascribed to in Annexure C;
Providing Party	shall have the same meaning ascribed to it in Clause 12.5;
Receiving Party	shall have the same meaning ascribed to it in Clause 12.5;
Replacement of Managed Service Provider	means any third party that MLS or its nominated agencies appoint to replace Managed Service Provider upon expiry of the Term or termination of this Agreement to undertake the Services or part thereof;
Required Consents	means the consents, waivers, clearances and licenses to use MLS's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that MLS or their nominated agencies are required to make available to Managed Service Provider pursuant to this Agreement;
Services	means the services delivered to the Stakeholders of MLS or its nominated agencies, employees of MLS or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Managed Service Provider including the tools of information and communications technology and includes but is not limited to the list of services specified in Annexure B;
Service Level	means the level of service and other performance criteria which will apply to the Services delivered by the Service provider
SLA	means the Performance and Maintenance SLA executed as part of this Master Service Agreement;
Term	shall have the same meaning ascribed to it in Clause 3.1;
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by MLS or Managed Service Provider and to which Managed Service Provider has been granted a license to use and which are used in the provision of Services;

Unplanned Application Downtime	means the total time for all the instances where services in the software requirement specification document prepared by the MSP are not available for more than 5 consecutive minutes;
Network	in MLS users refers to all the IT assets installed by the MSP as part of the Project for networking;
Unplanned network outage	means the total time for all the instances where services in the software requirement specification document prepared by the MSP are not available for more than 5 consecutive minutes;
Application	means the software application developed as a part of scope of work set out in Clause 2.1
Application Downtime	means the time for which user/s is not able to access the application. However, in calculating downtime, scheduled downtime (for example, backup time, batch processing time, routine maintenance time) would not be considered;
Network Uptime	Uptime refers to network availability between MLS's Data center. "%Uptime" means ratio of 'up time' (in minutes) in a month to Total time in the month (in minutes) multiplied by 100;
Warranty / AMC Period	The warranty shall be least one year beyond the service period of the project for all hardware, software and other components comprising of the solution and any extended period notified by MLS.
Safety and Security	Shall, in addition to those specified in 12.4, include the requirements specified in Annexure – D of the RFP.
Value of the Project / Cost of the Project / Project Cost	shall have the same meaning ascribed to it in BOQ template of the RFP

30.2. **SCHEDULE II – CHANGE CONTROL SCHEDULE**

This Schedule describes the procedure to be followed in the event of any proposed change to the DRAFT MASTER SERVICE AGREEMENT("MSA"), 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 MSP and changes to the terms of payment as stated in the Terms of Payment Schedule.

MLS and MSP 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 MSP will endeavour, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and MLS will work with the MSP 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 in Clause 11 of the SLA Agreement.

CHANGE MANAGEMENT PROCESS

a. CHANGE CONTROL NOTE ("CCN")

- (i) Change requests in respect of the MSA, the Project Implementation, the operation, the SLA or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager /Designated Person 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 A hereto. CCNs will be presented to the other Party's project manager/designated person who will acknowledge receipt by signature of the CCN.
- (ii) The MSP and MLS, during the Project Implementation Phase and MLS 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 Pilot Phase and the Project Implementation Phase as set out in this Agreement.
- (iii) It is hereby also clarified here that any change of control suggested beyond 20% of the 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 20% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the MSP and accepted by MLS or its nominated agencies or as decided and approved by MLS or its Nominated Agencies. For arriving at the cost / rate for change upto 20% of the project value, the payment terms and relevant rates as specified in BOQ of this RFP document shall apply.

- (iv) The SLAs defined in this contract are subject to modifications/amendments in view of the annual review or to meet any other project requirements. Any such change in SLA will not be considered as a change request.

b. Quotation

- (i) The MSP shall assess the CCN and complete Part B of the CCN, in completing the Part B of the CCN the MSP shall provide as a minimum:
 - 1. a description of the change
 - 2. a list of deliverables required for implementing the change;
 - 3. a time table for implementation;
 - 4. an estimate of any proposed change
 - 5. any relevant acceptance criteria
 - 6. an assessment of the value of the proposed change;
 - 7. Material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work
- (ii) Prior to submission of the completed CCN to MLS, the MSP will undertake its own internal review of the bid and obtain all necessary internal approvals. As a part of this internal review process, the MSP shall consider the materiality of the proposed change in the context of the MSA 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 MSP meets the obligations as set in the CCN. In the event the MSP 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 MSP.

d. Obligations

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

30.3. SCHEDULE – III - EXIT MANAGEMENT SCHEDULE**1. PURPOSE**

- 1.1. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.
- 1.2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 1.3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. TRANSFER OF ASSETS

- 2.1. MLS shall be entitled to serve notice in writing on the MSP at any time during the exit management period as detailed hereinabove requiring the MSP and/or its subcontractors to provide MLS with a complete and up to date list of the Assets within 30 days of such notice. MLS shall then be entitled to serve notice in writing on the MSP at any time prior to the date that is 30 days prior to the end of the exit management period requiring the MSP to sell the Assets, if any, to be transferred to MLS or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- 2.2. In case of contract being terminated by MLS, MLS reserves the right to ask MSP to continue running the project operations for a period of 6 months after termination orders are issued.
- 2.3. Upon service of a notice under this Article the following provisions shall apply:
 - (i) In the event, if the Assets to be transferred are mortgaged to any financial institutions by the MSP, the MSP shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to MLS.
 - (ii) All risk in and title to the Assets to be transferred / to be purchased by MLS pursuant to this Article shall be transferred to MLS, on the last day of the exit management period.
 - (iii) MSP shall be paid the depreciated book value of the infrastructure cost and other assets. The depreciation rates and method followed will be as per Income Tax Rules.
 - (iv) Payment to the outgoing MSP shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
 - (v) The outgoing MSP will pass on to MLS and/or to the Replacement MSP, the subsisting rights in any leased properties/ licensed products on terms not less favorable to MLS/ Replacement MSP, than that enjoyed by the outgoing MSP.

3. COOPERATION AND PROVISION OF INFORMATION

3.1. During the exit management period:

- (i) The MSP will allow MLS or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable MLS to assess the existing services being delivered;
- (ii) promptly on reasonable request by MLS, the MSP shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the MSP or sub contractors appointed by the MSP). MLS shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The MSP shall permit MLS to have reasonable access to its employees and facilities as reasonably required by the Chairman, Project implementation committee (PIC) to understand the methods of delivery of the services employed by the MSP and to assist appropriate knowledge transfer.

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

4.1. The MSP will promptly on the commencement of the exit management period supply to MLS or its nominated agency the following:

- (i) information relating to the current services rendered and customer and performance data relating to the performance of consortium partners in relation to the services;
- (ii) documentation relating to Project's Intellectual Property Rights;
- (iii) documentation relating to sub-contractors;
- (iv) all current and updated data as is reasonably required for purposes of MLS transitioning the services to its Replacement MSP in a readily available format nominated by MLS, its nominated agency;
- (v) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable MLS, or its Replacement MSP to carry out due diligence in order to transition the provision of the Services to MLS, or its Replacement MSP (as the case may be).

4.2. Before the expiry of the exit management period, the MSP shall deliver to MLS or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the MSP shall be permitted to retain one copy of such materials for archival purposes only.

4.3. Before the expiry of the exit management period, unless otherwise provided under the MSA, MLS or its nominated agency shall deliver to the MSP all forms of MSP confidential information, which is in the possession or control of MLS or its users.

EMPLOYEES

- 4.4. Promptly on reasonable request at any time during the exit management period, the MSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MLS or its nominated agency a list of all employees (with job titles) of the MSP dedicated to providing the services at the commencement of the exit management period.
- 4.5. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the MSP to MLS or its nominated agency, or a Replacement MSP ("Transfer Regulation") applies to any or all of the employees of the MSP, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 4.6. To the extent that any Transfer Regulation does not apply to any employee of the MSP, department, or its Replacement MSP may make an offer of employment or contract for services to such employee of the MSP and the MSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Chairperson, PIC or any Replacement MSP.

5. TRANSFER OF CERTAIN AGREEMENTS

On request by MLS or its nominated agency the MSP shall effect such assignments, transfers, licences and sub-licences as the Chairperson, PIC may require in favour of the Chairperson, PIC, or its Replacement MSP in relation to any equipment lease, maintenance or service provision agreement between MSP and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by MLS or its nominated agency or its Replacement MSP.

6. RIGHTS OF ACCESS TO PREMISES

- 6.1. At any time during the exit management period, where Assets are located at the MSP's premises, the MSP will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) MLS or its nominated agency and/or any Replacement MSP in order to make an inventory of the Assets.
- 6.2. The MSP shall also give MLS or its nominated agency, or any Replacement MSP right of reasonable access to the Implementation Partner's premises and shall procure MLS or its nominated agency and any Replacement MSP rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to MLS or its nominated agency, or a Replacement MSP.

7. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 7.1. The MSP shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to MLS or its

nominated agency or its Replacement MSP and which the MSP has in its possession or control at any time during the exit management period.

7.2. For the purposes of this Schedule, anything in the possession or control of any MSP, associated entity, or sub contractor is deemed to be in the possession or control of the MSP.

7.3. The MSP shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

8. EXIT MANAGEMENT PLAN

8.1. The MSP shall provide MLS or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

(i) A detailed program of the transfer process that could be used in conjunction with a Replacement MSP 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;

(ii) plans for the communication with such of the MSP's sub contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on MLS's operations as a result of undertaking the transfer;

(iii) (if applicable) proposed arrangements for the segregation of the MSP's networks from the networks employed by MLS and identification of specific security tasks necessary at termination;

(iv) Plans for provision of OEM support for the hardware and software components and any other contingent support for a period of 9 months after the expiry or termination of the contract period as the case may be.

8.2. The MSP shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

8.3. Each Exit Management Plan shall be presented by the MSP to and approved by MLS.

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

8.5. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

8.6. During the exit management period, the MSP shall use its best efforts to deliver the services.

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

8.8. This Exit Management plan shall be furnished in writing to MLS within 90 days from the Effective Date of this Agreement.

30.4. SCHEDULE – IV - AUDIT, ACCESS, AND REPORTING**1. PURPOSE**

This Schedule details the audit, access and reporting rights and obligations of MLS or its nominated agency and the MSP.

2. AUDIT NOTICE AND TIMING

- 2.1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, MLS or its nominated agency and thereafter during the operation Phase, MLS or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the MSP any further notice of carrying out such audits.
- 2.2. MLS or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the MSP, a security violation, or breach of confidentiality obligations by the MSP, provided that the requirement for such an audit is notified in writing to the MSP a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the MSP considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.
- 2.3. The frequency of audits shall be a (maximum) half yearly, provided always that MLS or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the MSP. Any such audit shall be conducted by with adequate notice of 2 weeks to the MSP.
- 2.4. MLS will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of MSP and will be bound by confidentiality obligations.

3. ACCESS

The MSP shall provide to MLS or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Chairperson, PIC / Steering Committee shall have the right to copy and retain copies of any relevant records. The MSP shall make every reasonable effort to co-operate with them.

4. AUDIT RIGHTS

- 4.1. MLS or its nominated agency shall have the right to audit and inspect suppliers, agents and third party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only

to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- (i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of MLS and documentation related thereto;
- (ii) That the actual level of performance of the services is the same as specified in the SLA;
- (iii) That the MSP has complied with the relevant technical standards, and has adequate internal controls in place; and
- (iv) The compliance of the MSP with any other obligation under the MSA and SLA.
- (v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the MSP.
- (vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the MSP's profit margins or overheads, any confidential information relating to the MSP's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the MSA.

5. AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

5.1. The MSP shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The MSP shall inform MLS or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5.2. REPORTING: The MSP will provide quarterly reports to the Chairperson, PIC / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by MLS or its nominated agency.

6. ACTION AND REVIEW

6.1. Any change or amendment to the systems and procedures of the MSP, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6.2. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to MLS or its nominated agency and the MSP Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

7. TERMS OF PAYMENT

The MSP shall bear the cost of any audits and inspections as per the scope of work defined in the RFP. The terms of payment are exclusive of any costs of the MSP and the sub-contractor, for all reasonable assistance and information provided under the MSA, the Project Implementation, Operation and Management SLA by the MSP pursuant to this Schedule.

8. RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the MSP shall maintain true and accurate records in connection with the provision of the services and the MSP shall handover all the relevant records and documents upon the termination or expiry of the MSA.

31. SCHEDULE – V - GOVERNANCE SCHEDULE

1. PURPOSE

The purpose of this Schedule is to:

- (i) establish and maintain the formal and informal processes for managing the relationship between MLS and the MSP 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.

2. GOVERNANCE STRUCTURE

- 2.1. 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.
- 2.2. Within 7 days following the Effective Date, MLS, and the MSP shall each appoint a Project Manager. If 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.
- 2.3. The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.
- 2.4. Project Implementation Committee (PIC): Within 7 days PIC will be constituted with representations from MLS, Project Consultant & MSP. The PIC 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 PIC in accordance with the MSA and the Schedules; (v) any matter brought before the PIC by the MSP under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

- 2.5. If 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 PIC 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.

3. GOVERNANCE PROCEDURES

- 3.1. The MSP shall document the agreed structures in a procedures manual.
- 3.2. The agenda for each meeting of the PIC 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 PIC, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- 3.3. 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.
- 3.4. The Parties shall ensure as far as reasonably practicable that the PIC 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.
- 3.5. 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.
- 3.6. 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 article 9.1.
- 3.7. All negotiations, statements and / or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).
- 3.8. 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 endeavours to reduce the elapsed time in reaching a resolution of the Disputed Matter.

4. SCHEDULE – VI - TERMS OF PAYMENT SCHEDULE

As per the payment terms defined in Section 7 of the RFP.

32. ANNEXURES**32.1. ANNEXURE A – FORMAT FOR CHANGE CONTROL NOTICE***Table 66 - MSA - Format for Change Control Notice*

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.)	
Authorised by MLS	Date:
Name:	
Signature:	Date:
Received by the MSP	
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)

Authorised by the Managed Service Provider	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 MLS and its nominated agencies	For the Managed Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date

32.2. **ANNEXURE B - LIST OF SERVICES PROVIDED BY THE MANAGED SERVICE PROVIDER**

MSP shall have to provide services as per the scope of work defined in Section 2: "Scope of work" of this RFP and subsequently issued corrigenda for this RFP. The key services to be offered by the MSP will consist of:

- a) Track 1: Application design, development, and implementation
- b) Track 2: Data Digitalization
- c) Track 3: IT Infrastructure procurement, supply, installation, and bandwidth for the project
- d) Track 4: Upgradation of Library and other facilities
- e) Track 5: Helpdesk setup and operations
- f) Track 6: Training and capacity building
- g) Track 7: Operations and maintenance

32.3. **ANNEXURE C –REQUIRED DELIVERABLE AND ASSOCIATED TIMELINES**

As per deliverables and timelines provided in Section 7: "Implementation timelines and payments" of this RFP.

32.4. **ANNEXURE – D - BID**

- 1) TECHNICAL BID RESPONSE – EXTRACTED AS APPENDIX A
- 2) FINANCIAL BID RESPONSE – EXTRACTED FROM BOQ TEMPLATE
 - a. Overall Cost table (A + B)
 - b. A - CAPEX Cost breakup table
 - i. A1 - Data Digitalization
 - ii. A2 - Core & Support Software
 - iii. A3 - Data Centre
 - iv. A4 - Library Experience Centre
 - v. A5 - Network at MLS Mumbai
 - vi. A6 – Network at MLS Nagpur
 - vii. A7 – FTTP Network
 - viii. A8 – Disaster Recovery
 - c. B - OPEX Cost breakup table
 - i. B1 - Data Digitalization
 - ii. B2 - Core & Support Software
 - iii. B3 - Data Centre
 - iv. B4 - Library Experience Centre
 - v. B5 - Network at MLS Mumbai
 - vi. B6 – Network at MLS Nagpur
 - vii. B7 – FTTP Network
 - viii. B8 – Connectivity charges
 - ix. B9 – Maintenance cost

x. B10 – Training cost

32.5. **ANNEXURE – E – BILL OF MATERIAL**

As per the bill of material defined in BOQ template for this RFP and the bid submitted by the bidders.

32.6. **ANNEXURE – F – ROLES AND RESPONSIBILITIES OF THE PARTIES**

Roles and Responsibilities of MSP

1. Preparation of Detailed Project Plan in line with the overall plan provided in the RFP. The same should be prepared in consultation with MLS.
2. Procure, install, commission, operate and maintain:
 - a. Requisite hardware & system software at MLS's HQ, Data Center and other locations as per the requirements mentioned in this RFP
 - b. Networking equipments, connectivity and LAN as per the requirements mentioned in this RFP,
 - c. Meet the defined SLAs for the performance of the system.
3. Addressing technology obsolescence by appropriate upgradation, replacement and / or replenishment of systems deployed at various locations (data center, HQ and other locations).
4. Insure the entire hardware against the infrastructure deployed at various locations for the entire duration of the contract against vandalism, theft, fire and lightening.
5. Keep all system software i.e. OS, antivirus, office applications etc., for Servers, PCs etc. at Data Centre and various locations, up to date by installing regular upgrades / patches.
6. Rectification of system software problems due to crashing or malfunctioning of the OS, RDBMS or front end within the time limits to meet the SLAs as defined in RFP.
7. Develop / customize, deploy and maintain the requisite Software Solution as per the requirements of MLS at appropriate locations.
8. Provide necessary support for the resolution of bugs, patches & upgrades of the software solution.
9. Provide necessary manpower for managing the Change Requests.
10. Design various manuals like User manual, Trouble Shooting manual etc. for the system.
11. Provide computer basic skills training and advanced training on application modules to the staff members and stakeholders of MLS.
12. Maintain the business continuity.

13. Deploy requisite manpower and infrastructure for the digitization of the existing data.
14. Deploy the required manpower to manage the operations.
15. Ensuring the SLAs for downtime of system, software development / customization, procurement and delivery of hardware & networking equipments, errors in data entry are met.
16. Management and quality control of all services and infrastructure.
17. Regular Backup as per the schedule and Disaster Recovery.
18. Generation of MIS reports as per the requirements of MLS.
19. Generation of the report for the monitoring of SLAs.
20. Meet the defined Technical Specifications for the IT Infrastructure including Hardware and networking equipments keeping in mind the application and future requirements of the Corporation.
21. Obtaining relevant Certifications and adherence to respective Industry Standards as detailed in the RFP.
22. Any other services which is required for the successful execution of the project.

Roles and Responsibilities of MLS

1. Provide adequate space at MLS for setting up of infrastructure, software development and other activities to be carried out by the bidder.
2. Coordination between all the divisions for providing necessary information for the study and development / customization of the necessary solution.
3. Coordinate with bidder for conducting workshops for the Stakeholder departments.
4. Provide the data available in the form of physical files or existing databases to the selected bidder for digitization purposes.
5. Deployment of staff members of MLS for verification of the digitized data within the defined timelines.
6. Ensure that Data Backups are being taken regularly by bidder as per the schedule agreed upon.
7. Ensure that the hardware and other infrastructure deployed at HQ, DC etc. meets the specifications as mentioned in RFP and is maintained properly to meet the SLAs as defined in RFP.
8. Monitoring of overall timelines, SLAs and calculation of penalties accordingly.
9. Conducting UAT for the application solution deployed.
10. Issuing the Acceptance Certificate on successful deployment of the software application, hardware deployed, digitized data and for other components of the Scope of Work (wherever required).

11. To create internal capacity now for execution of the project after takeover from the bidder.
12. Ensuring the staff members and other stakeholders attend the training programs as per the schedule defined by the bidder and agreed upon by MLS.
13. Provide sign off on the deliverables of the project including SRS, design documents etc.
14. Any other requirements that could arise during operations for effective governance and to meet any administrative requirement.

33. NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

----- having its office at --
----- India hereinafter referred to as
'**MLS**' or '-----', which expression shall, unless the context otherwise requires,
include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956/2013, having its
registered office at <***> (hereinafter referred to as '**the Managed Service
Provider/MSP**' which expression shall, unless the context otherwise requires, include its
permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and
individually as a 'Party'.

WHEREAS:

1. MLS is desirous to implement the project of -----.
2. MLS and MSP have entered into a Master Services Agreement dated <***> (the
"MSA") as well as a Service Level Agreement dated <***> (the "SLA") in
furtherance of the Project.
3. Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing
Party") recognizes that they will disclose certain Confidential Information (as defined
hereinafter) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving
Party as the case may be and is being transferred to the Disclosing Party to be used
only for the Business Purpose and hence there is a need to protect such information
from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances,
representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have
the same meanings set out in Schedule I of MSA.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- (i) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (ii) use of any gender includes the other genders;
- (iii) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a '**business day**' shall be construed as a reference to a day (other than Saturday, Sunday and other gazetted holidays) on which MLS is generally open for business;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3.Measurements and Arithmetic Conventions

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 INR.

1.4.Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and

- (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. TERM

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("**Term**"), at which time it will terminate, unless extended by the disclosing party in writing.

3. SCOPE OF THE AGREEMENT

- (a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- (b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- (a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- (b) grant access to Confidential Information only to its employees on a „need to know basis“ and restrict such access as and when not necessary to carry out the Business Purpose.
- (c) cause its employees to comply with the provisions of this Agreement;
- (d) reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- (e) prevent disclosure of Confidential Information to third parties;

- (f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
 - (i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- (g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

2. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- (a) was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- (b) has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- (c) was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- (d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- (e) is disclosed with the prior consent of the disclosing party; or

- (f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- (g) the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

3. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- (a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (b) By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.
- (d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

4. DISPUTE RESOLUTION

- (a) If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 4 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- (b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

- (c) During the 14 days after a notice is given under clause 4 (b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Delhi. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Item 27. Any legal dispute will come under the sole jurisdiction specified in Item 27.
- (d) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

5. VARIATION

This Agreement may only be varied in writing and signed by both Parties.

6. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- (a) shall be in writing
- (b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (c) shall be executed by a duly authorized representative of the Party; and
- (d) shall not affect the validity or enforceability of this Agreement in any manner.

7. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

8. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

9. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

10.NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

11.THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

12.SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

13.NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MLS:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Managed Service Provider:

Attn. <***>

Phone: <***>

Fax No. <***>

14.LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

15.COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

16.MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of MLS and the MSP shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

17.REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Implementation
Agency by: MLS

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Nodal
Agency by:

(Signature)

(Name): Shri Rajendra Bhagwat

(Name)

(Designation): (Fax No.)

Maharashtra Legislature Secretariat,

Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032

In the presence of:

1.

2.

10.2 DRAFT SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20---- at <***>, India.

BETWEEN

----- having its office at --
 ----- India hereinafter referred to as
 '**MLS**' or '**Buyer**', which expression shall, unless the context otherwise requires, include its
 permitted successors and assigns);

AND

<***>, a <Company> incorporated under the <Companies Act, 1956/2013>, having its
 registered office at <***> (hereinafter referred to as '**the Managed Service
 Provider/MSP**' which expression shall, unless the context otherwise requires, include its
 permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and
 individually as a '**Party**'.

WHEREAS:

1. MLS is desirous for Implementation and Operations Management of the project.
2. MLS and MSP have entered into a Master Services Agreement dated <***> (the "**MSA**").

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the introduction) shall have the meaning set out in Annexure A.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub- clauses, paragraphs of and schedules to this Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a '**company**' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a '**person**' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (f) any reference to a '**day**' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a '**Business day**' shall be construed as a reference to a day (other than Saturday, Sunday and other gazetted holidays) on which MLS is generally open for business at Delhi;
- (h) references to times are to Indian Standard Time;
- (i) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3. Measurements and Arithmetic Conventions

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 INR.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

1.5. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the MSA and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the MSA and this Agreement, the provisions contained in the MSA shall prevail over this Agreement.

2. STRUCTURE

This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties in relation to the provision of the Services by the MSP to MLS and its nominated agencies under this Agreement and the MSA.

3. OBJECTIVES OF THIS SLA

The MSP shall ensure that the service levels meet the following objectives:

- (a) Improving the efficiency of operations for MLS.
- (b) Leveraging the benefits in the new system.

To meet the objectives the MSP will provide the Service Levels in accordance with the performance metrics as set out in detail in this Agreement. Further this Agreement shall govern the provision of the contracted professional services of the MSP to MLS and its nominated agencies after the Effective Date.

4. SCOPE OF SLA

The detailed Service Levels have been set out in chapter 9: Service Level Agreements & Penalties of this RFP document.

5. AGREEMENT OWNERS

The following personnel shall be notified to discuss the Agreement and take into consideration any proposed SLA change requests:

Table 67 - Draft SLA - Agreement Owners details

	Title	Telephone and email	Address
MLS	Principal Secretary- Maharashtra Legislature Secretariat	Ph.: 022-2202 7399/2202 63 54/2202 68 Email: psec.legislature@maharashtra.gov.in	Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032
Managed Service Provider	Authorized Representative, Managed Service Provider	<***>	<***>

6. CONTACT LIST

In the event that there is any change in the listed contacts, the same shall be communicated and updated prior to such change occurring. The Single Point of Contact ("**POC**") for the MSP shall be <***> and will be available 24X7.

Table 68 - Draft SLA - Details of Single Point of Contract personnel

Name	Title	Location	Telephone
MLS			
MSP			

7. PRINCIPAL CONTACTS

MLS and the MSP will nominate a senior staff member to be the principal contact regarding operation of this Agreement. At the date of signing of this Agreement, the nominated principal contacts are:

MLS principal contact: _____

MSP principal contact: _____

8. COMMENCEMENT AND DURATION OF THIS AGREEMENT

This Agreement shall come into effect from date of acceptance of LOI by the successful MSP (hereinafter the "Effective Date"). The Term of this Agreement shall be 5 years from "Go-Live" of Phase III of this project and any extended period notified by MLS.

9. EXCLUSIONS TO THE AGREEMENT

This Agreement shall not govern the following services:

- (a) Consulting services; and
- (b) MSP's business processes not related to the Project.

10. TERMS OF PAYMENT AND PENALTIES

- (a) In consideration of the Services and subject to the provisions of the MSA and this Agreement, MLS shall pay the amounts in accordance with the Terms of Payment Schedule of the MSA.
- (b) For the avoidance of doubt, it is expressly clarified that MLS and may also calculate a financial sum and debit the same against the terms of payment as defined in the Terms of Payment Schedule of the MSA as a result of the failure of the MSP to meet the Service Levels set out in Appendix A of this Agreement.

11. UPDATING OF THIS AGREEMENT

- (a) The Parties anticipate that this Agreement shall need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence they hereby agree to revise the terms of the Agreement on an annual basis.
- (b) The Parties hereby agree upon the following procedure for revising this Agreement:
 - (i) Any and all changes to this Agreement will be initiated in writing between MLS and the MSP, The service levels in this Agreement shall be considered to be standard for MLS and shall only be modified if both Parties agree to an appended set of terms and conditions;
 - (ii) Only MLS or the MSP may initiate a revision to this Agreement;
 - (iii) A notice of the proposed revision ("**SLA Change Request**") shall be served to MLS or the MSP as the case may be;
 - (iv) The SLA Change request would be deemed to be denied by MLS in case it is not approved within a mutually agreed period;

- (v) In the event that MLS/ approves of the suggested change the change shall be communicated to all the Parties and the SLA Change request would be appended to the Agreement;
- (vi) The Buyer shall update and republish the text of Agreement annually to include all the SLA Change Requests that have been appended to the Agreement during the course of the year. Such republished Agreement shall be circulated to all the Parties within 15 days of such change taking place.

12.DOCUMENT HISTORY

All revisions made to this Agreement shall be listed in chronological order as per the format set out below and a copy of the same shall be provided to the Parties:

Table 69 - Draft SLA - Document History details format

Version	Date	Description of changes

13.SCOPE OF SERVICES

- (a) The MSP shall ensure that Services are available at various locations as per the requirements of the project;
- (b) The MSP shall provide support services for addressing problems related to the provision of services of the selected bidder through the POC. Such POC shall be available over telephone on <***> number 24 hours a day, 7 days a week
- (c) The MSP guarantees that he shall achieve the Service Levels for the Project;
- (d) The MSP shall be liable to penalties in case of failure to comply with the Service Levels. However any delay not attributable to the MSP shall not be taken into account while computing adherence to the Service Levels.

14.PERFORMANCE REVIEW

The POC's of both MLS and the MSP shall meet on a quarterly basis to discuss priorities, service levels and system performance. Additional meetings may be held at the request of either the MSP or MLS. The agenda for these meetings shall be as follows:

- (a) Service performance;
- (b) Review of specific problems/exceptions and priorities; and
- (c) Review of the operation of this Agreement and determine corrective action to overcome deficiencies.

15.REPRESENTATIONS AND WARRANTIES OF MLS

MLS hereby represents and warrants to the MSP as follows:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
- (b) it has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under the Agreement;
- (d) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
- (e) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (f) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- (g) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the MSP's ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement

16. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER

The MSP hereby represents and warrants to MLS as follows:

- (a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (d) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (e) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- (f) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (g) it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (h) no representation or warranty by it contained herein or in any other document furnished by it to MLS or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- (i) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this

Agreement or for influencing or attempting to influence any officer or employee of MLS in connection therewith.

17.INDEMNITIES

The Parties agree to indemnify each other under this Agreement in accordance with the terms and principles set out in the MSA.

18.DISPUTE RESOLUTION

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the MSA.

19.MISCELLANEOUS**(a)Assignment and charges**

This Agreement shall be binding on and enure for the benefit of each Party's successors in title. No Party shall assign, or declare any trust in favour of a third party over, all or any part of the benefit of, or its rights or benefits under, this Agreement.

(b)Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Mumbai shall have jurisdiction over matters arising out of or relating to this Agreement.

(c) Waiver of sovereign immunity

The Parties unconditionally and irrevocably:

- (i) agree that the execution, delivery and performance by them of the Agreement constitute commercial acts done and performed for commercial purpose;
- (ii) agree that, should any proceedings be brought against a Party or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Party with respect to its assets;
- (iii) waive any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (iv) consent generally to the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

(d) Variation

This Agreement may only be varied in writing and signed by both Parties.

(e) Waiver

- (i) Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
- (ii) shall be in writing
- (iii) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (iv) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (v) shall not affect the validity or enforceability of this Agreement in any manner.

(f) Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

(g) Survival

- (i) Termination or expiration of the Term shall:

- not relieve the MSP or MLS, as the case may be, of any obligations hereunder which expressly or by implication survive hereof; and
- except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or expiration or arising out of such termination or expiration.

(ii) All obligations surviving termination or expiration of the Term shall cease on termination or expiration of the Term.

(h) Entire Agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

(i) Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

(j) No partnership

This Agreement shall not be interpreted or construed to create an association, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

(k) Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

(l) Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MLS:

Shri Rajendra Bhagwat

Maharashtra Legislature Secretariat

Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032

Ph.: 022-2202 7399/2202 63 54/2202 68, Email: psec.legislature@maharashtra.gov.in

With a copy to:

If to the MSP:

*Attn. <***>*

*Phone: <***>*

*Fax No. <***>*

(m) Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

(n)Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

(o)Mitigation

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of MLS and the MSP shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

(p)Removal of Difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of the MSP by:	SIGNED, SEALED AND DELIVERED For and on behalf of MLS by:
Designation: Principal Secretary, Maharashtra Legislature Secretariat Address: Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai - 400032	(Signature) (Name) (Designation) (Address) (Fax No.)

In the presence of:

1. _____

2. _____

ANNEXURE 1 – DEFINITIONS

Agreement	means this Service Level agreement together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of the Nodal Agency as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Business Hours	shall mean the working time for MLS users which is 10:45 AM to 6:50 PM (Monday to Friday). Again, for Web Server, DC, Cloud DR, Non-IT Infrastructure and other components which enable successful usage of web portals of, MLS, the working time should be considered as 24 hours for all the days of the week. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;
Effective Date	shall have the same meaning ascribed to it in Clause 8;
MSA	shall have the same meaning ascribed to it in Recital 2;
Parties	means the MLS and MSP for the purposes of this Agreement; "Party" shall be interpreted accordingly;
POC	shall have the same meaning ascribed to it in Annexure F
Project	shall have the same meaning ascribed to it in Recital 1;
Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this Agreement;
Term or Agreement Period	Means the duration of this Agreement as set out in Clause 8 of this Agreement.
Application Response Time	Defined as time the system takes to fetch requested (a form or a report) from the server.