

SERVICES ORDER

NEW DELHI MUNICIPAL COUNCIL

Bill To: Dir(IT)
ROOM NO-7008 SEVENTH FLOOR
PALIKA KENDRA SANSAD MARG
NEW DELHI, DL 110001 INDIA

Ship To: IT STORE
ROOM NO- 2002 A SECOND FLOOR
PALIKA KENDRA SANSAD MARG
NEW DELHI, DL 110001 INDIA

Requested By: udai

Date: 08-JAN-2019

M/s Baydatacom Solutions Pvt. Ltd.
Plot No. 550F, Aryan's Level 1
Road No. 92, Jubilee Hills
Hyderabad - 500096
India

PO NO. IT000316

PO Date: 08-JAN-2019

Page: 1 of 2

PO Desc Ref- Letter of Intent (LOI) no. D/197404/Jt.Dir(IT)/2018 Dated: 27/12/2018 ,Facility Managment and AMC for IT infrastructure NDMC for a period of 2 year w.e.f 08.01.2019 to 07.01.2021

Vendor No: IT00000173


Contact:

Phone No.:

Due Date: 08-JAN-2019

Line Item	Item Code	Item Desc	UOP	Quantity	Unit Price ₹	Extended Price ₹
001		Hardware Cost (Hardware Facility Management and AMC of IT infrastructure)	EA	1.00	4,800,000.00	4,800,000.00
002		Man Power (Server Expert cum Team Leader)	EA	1.00	1,080,000.00	1,080,000.00
003		Man Power (Network Admin)	EA	1.00	1,080,000.00	1,080,000.00
004		Man Power (Resident Engineer-Network)	EA	7.00	600,000.00	4,200,000.00
005		Man Power (Resident Engineer-Desktop)	EA	6.00	600,000.00	3,600,000.00
006		Man Power (Resident Engineer-Printer)	EA	2.00	516,000.00	1,032,000.00
007		Helpdesk	EA	1.00	480,000.00	480,000.00

Purchase Order Total and
Signature on last page


ई. ए. डब्ल्यू. अंसारी / Er. A. W. ANSARI
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Due Date: 08-JAN-2019

Line Item	Item Code	Item Desc	UOP	Quantity	Unit Price ₹	Extended Price ₹
008		Cable Expert cum Helper	EA	2.00	432,000.00	864,000.00
009		Service Assistant for Monitoring of Biometric and PTU Tab	EA	14.00	360,000.00	5,040,000.00

Subtotal: ₹ 22,176,000.00

Contact Person For delivery of items :

Store Incharge
Information Technology Dept,
NDMC, Palika Kendra
Ph:41501354- 60 Ext. 2220

PO Total: ₹ 22,176,000.00

Tax Extra

Approved By:

Prepared By: Prog (IT)

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संयुक्त निदेशक (सू.प्रौ.)/Jt. Director (IT)
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संसद मार्ग/Parliament Street,
नई दिल्ली/New Delhi-110001

Re: LOI for the Work Facility Management system & AMC of IT Infrastructure in NDMC**From :** D K <deepak@baydatacom.com>

Sun, 30 Dec, 2018 14:11

Subject : Re: LOI for the Work Facility Management system & AMC of IT Infrastructure in NDMC**To :** udai tripathi <udai.tripathi@ndmc.gov.in>, aw ansari <aw.ansari@ndmc.gov.in>, it@ndmc.gov.in**Cc :** Krishan Vimal <krishanv@baydatacom.com>, Jose Augustine <jose@baydatacom.com>, SAI KUMAR V R K <saikumar@baydatacom.com>, hemjith@baydatacom.com, 'Saibaba Gaddam' <saibaba@baydatacom.com>, HN Gupta <hngupta@baydatacom.com>

Dear Sir

Greeting from Bay Team

We appreciate & feel honoured to server your organization Facility Management system & AMC of IT Infrastructure. Our company will do the best of our abilities to meet your expectations and provide the best services. We certainly look forward to more years of partnership with you.

Kindly treat this mail as confirmation towards acceptance of LOI.

We look forward to receive the formal Work Order, however we would be carrying out the activities like

- a. Present Assets
- b. Discussion and planning with identified SPOC from NDMC
- c. Present team working calls status,
- d. Products under warranty
- e. Coordinates of various OEM/ service providers for warranty support items
- f. Team Identification & deployment planning

We look forward to work as Team and long term association under your guidance.

With Regards
Deepak Kumar
VP - Sales & Operations
Bay Datacom Solutions Pvt Ltd

204 , Sufiya Ellite #18 , 2nd Floor
Cunningham Road. |, Bangalore - 560 052
Mobile : +91 99451 62341. || Landline : +91-(80)-22206060
Web site : www.baydatacom.com

----- Forwarded message -----

From: Udai Tripathi <udai.tripathi@ndmc.gov.in>**Date:** Thu, 27 Dec 2018 at 4:25 PM**Subject:** LOI for the Work Facility Management system & AMC of IT Infrastructure in NDMC

To: <deepak@baydatacom.com>

Cc: aw ansari <aw.ansari@ndmc.gov.in>, <krishanv@baydatacom.com>, IT Team
<it@ndmc.gov.in>

Dear Sir,

Please find the attachment of LOI for the Work Facility Management system & AMC of IT Infrastructure in NDMC for a period of 2 years. Further, please depute the manpower for handing over the assets from the existing AMC holder. The start of the work shall be treated from the date of issue of work order.

Regards
Udai Tripathi
Programmer(IT)

TERMS AND CONDITIONS

REQUIRED QUALIFICATION AND EXPERIENCE

- i. The contractor will post at least Thirty Four Resident Engineers in NDMC building, Palika Kendra on six working days including general holidays as per NDMC's requirement. The manpower deployed in NDMC for facility management services should meet the following specifications:

Sr. No.	Category	Manpower deployed
1	Server Expert cum Team Leader	1
2	Network Admin	1
3	Resident Engineer (Network)	7
4	Resident Engineer (Desktop)	6
5	Resident Engineer (Printer)	2
6	Helpdesk	1
7	Cable Expert cum Helper	2
8	Service Assistant for monitoring of Biometric and PTU TAB	14
Total Manpower		34

1. Server Expert cum Team Leader :

- B.Tech/M.Tech/BE/MCA/M.Sc.(IT) or equivalent must have professional qualification of MCSE.
- Should have at least 5 years' experience as System Admin, having experience in maintaining/ Configuring/ Installation/ commissioning of Proxy server, Domain controller, Exchange Server.
- He will look after the Email system administration, management MS Exchange server, MS windows server, Maintenance w.r.t. Internet security, anti-virus system etc., Server related troubleshooting, setting-up of web based Email System, total E-security system for NDMC IT infrastructure with up gradation of networks, maintenance and support for Servers, Desktop & all related Peripherals, in Palika Kendra & remote offices of NDMC, Preparation of Disaster Management plans etc.

1.1 Responsibilities of Server Expert cum Team Leader:

He will be responsible for coordinating with NDMC and FMS Company. All engineers of FMS will report to him.

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2. Network Admin :

- B.Tech/M.Tech/BE/MCA/MSc(IT) or equivalent must have professional qualification of CCNA.
- Should have at least 5 years' experience as network admin having 5 years' experience in maintaining/Configuring/Installation/ commissioning of PIX, Core Switch, Layer 2 Switches, Routers, Switches (Managed/Unmanaged), Domain controller and more than 500 clients in LAN.

2.1 Responsibilities of Server Expert cum Team Leader:

He will look after the networking, management of networks/LANs/ WANs, Maintenance, installation, configuration & up gradation of Network design, performance analysis of the networks, management of IP addresses and network monitoring & its setup and documentation, Network related troubleshooting, Preventive maintenance of all the networks and networking equipment of NDMC, up gradation of networks, maintenance and support for Network & all related Peripherals, Availability and management of Network/LAN Connectivity in Palika Kendra & remote offices of NDMC, Configuration of Networking Equipment for optimum throughput, monitor and upkeep the performance of LAN/Internet & Network connectivity, identify LAN/Internet faults and its rectification, Preparation of Disaster Management plans etc.

He will also look after the maintenance/installation of I/O, patch cables, fiber cables, copper cables, LIU box etc., to install necessary software on machines, installations of new networking points or upgrades

3. Resident Engineer (Network)

- Graduate in any stream with Diploma in the Hardware & Networking. Should have at least 3 years' experience in the field of Network maintenance. Resident Engineers must be having 3 year of experience to look after the maintenance/installation/laying of network cables specially in the ducts and must ensure maintenance/installation of I/O, patch cables, fiber cables, copper cables, LIU box etc, to install necessary software on machines, installations of new networking points or upgrades.

4. Resident Engineer (Desktop)

- Should be Graduate in any stream with MCSE. Should have at least 3 years' experience in the field of Desktop maintenance.

4.1 Responsibilities of Resident Engineer (Desktop):

Resident Engineers must be having 3 years of experience to look after the maintenance/ installation/ troubleshooting of Desktops/Laptops/Projectors.

5. **Resident Engineer (Printer) :**

Should be 10+2 Level in any stream with Diploma in Printer Technology.

5.1 **Responsibilities of Resident Engineer (Printer):**

He will also look after all type of Printers, Plotters, Line Matrix Printers, Scanners etc. with experience of component level repairing all the above mentioned peripherals.

6. **Helpdesk engineer** – Graduate and two years of experience in handling the Helpdesk is required.
7. **Cable Expert cum Helper**– Should have working knowledge of laying cables in ducts, racks, efficiently punch the LAN Cables, Testing the network lines etc.
8. **Service Assistant** -Should be 10+2 Level in any stream with Diploma in IT relevant field. Should have at least 1 years' experience in the field of Desktop maintenance/TAB Maintenance/Android Mobile maintenance. Resident Engineers must be having 1 years of experience to look after the maintenance/ installation/ troubleshooting of Desktop /TABLET/Android Mobile maintenance.
9. The Company has to provide the Bio-Data with relevant educational & experience certificates of all the Engineers appointed for the above work.
- i. In case of the above engineer's non-availability, contractor will provide standby engineers arrangement. If not provided, deduction of amount will be as under:

Sr. No.	Category	Amount to be deducted in Rs./day
1	Server Expert	2000
2	Network Admin	1500
3	Resident Engineer (Network)	1000
4	Resident Engineer (Desktop)	1000
5	Resident Engineer (Printer)	1000
6	Helpdesk-coordinator	800
7	Cable Expert cum Helper	500
8.	Service Assistant for monitoring of Biometric and PTU TAB	500

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- ii. The contractor will have to take Tendered Amount on comprehensive basis i.e. including hard disc, LED Screen, printer heads and all other components. It is the responsibility of the contractor to clean all the viruses from the systems during the Annual Maintenance Period. The contractor has to take care of all the machines mentioned above. If any parts/components become faulty/unserviceable, the contractor shall replace the same at his own cost. During AMC, NDMC will provide consumable items and the contractor has to replace it in the system i.e. Batteries of UPS.
- iii. Contractor shall provide the following services to keep the equipment in good working condition.

Schedules Preventive maintenance to be performed quarterly including:

- i) Checking output supply from CVT/UPS
- ii) Checking for proper earthing of voltage supply
- iii) Cleaning of printers.
- iv) Lubricating/oiling mechanical parts
- v) Checking and fixing up loose connections.
- vi) Checking LAN connections and connectivity.
- vii) Checking and identifying bad tracks in HDD.

Facility Management and Administration

The Facility Management operations shall include the following tasks –

- I. Configuration of server parameters, operating systems administration and tuning
- II. Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
- III. Re-installation in the event of system crash/failures
- IV. Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- V. Event log analysis generated in all the sub systems including but not limited to servers, operating systems, databases, applications, security devices, messaging, etc.
- VI. Ensuring that the logs are backed up and truncated at regular intervals
- VII. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measure

- VIII. Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract.
- IX. Troubleshooting issues in the infrastructure, network and application to determine the areas where fixes are required and ensuring resolution of the same.
- X. Identification, diagnosis and resolution of problem areas pertaining to the Server farm infrastructure and application and maintenance of assured SLA levels.
- XI. Implementation and maintenance of standard operating procedures for maintenance of the infrastructure.
- XII. Management of the user names, roles and passwords of all the relevant Subsystems, including, but not limited to servers, applications, devices, etc.
- XIII. System administration activities shall include the following tasks but not limited to the following:
- a) Configuring and apportioning storage space
 - b) Setting up of working e-mail accounts and mailing lists
 - c) Management and integration of databases
 - d) Implementing security on the Internet / Intranet
 - e) Setting up of firewalls and authorization systems
 - f) Performing periodic backup of data and automating reporting tasks
 - g) Executing hardware and software updates when necessary.

4.2 The Facility management activities shall also include the following configuration management processes to track IT assets –

- Providing Information on the IT infrastructure
- ✓ To all other processes
- ✓ IT Management
- Enabling control of the infrastructure by monitoring and maintaining information on All the resources that need to deliver services
- ✓ Status and history of Configuration Items (CI) or IT Assets and their relationship with other IT Assets

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Wet

Network Monitoring and Administration

Network Monitoring and administration activities shall include the following –

- a) Monitoring and administering the LAN up to the integration points with WAN.
- b) Creation and modification of LANs, assignment of ports to appropriate applications and segmentation of traffic.
- c) Coordination with vendor for break-fix maintenance of the LAN cabling.

Security administration activities shall include the following –

- Monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies etc.
- Periodic reviews of domain level rights and privileges.
- Maintenance of an updated knowledge base of all the published security vulnerabilities and virus threats for related software, including, but not limited to, operating systems, application servers, web servers, databases, security solutions, messaging solutions, etc.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.

Backup and Restore

The backup and restore functions will comprise of the following activities –

- i. Backup of operating system, database and application as per stipulated policies at the Server Farm.
- ii. Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- iii. Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- iv. Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- v. Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
- vi. Physical security of the media stored in cabinets.
- vii. Ongoing support for file and volume restoration requests at the Server Farm.

Helpdesk and Server infrastructure monitoring team shall carry out the following-

- viii. Log user calls related to Server Farm infrastructure and assignment of a call ID number.
- ix. Assign severity level to each call
- x. Track each call to resolution
- xi. Escalate the calls, to the appropriate levels, if necessary as per escalation matrix, which can be defined at the time of award of contract
- xii. Escalate the call related to usage of application software to respective application owners
- xiii. Provide feedback to callers.
- xiv. Analyze the call statistics
- xv. Creation of knowledge base on frequently asked questions to aid users.
- xvi. Continuous monitoring of the physical as well as the IT infrastructure at the Server farm to ensure availability as per agreed SLAs.
- xvii. Monitoring shall be done with the help of NMS and EMS monitoring tools and system logs/counters and therefore the reports and alerts can be auto generated.

Helpdesk and Server infrastructure monitoring team shall carry out the following-

- xviii. Log user calls related to Server Farm infrastructure and assignment of a call ID number.
- xix. Assign severity level to each call
- xx. Track each call to resolution
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- xxvi. Continuous monitoring of the physical as well as the IT infrastructure at the Server farm to ensure availability as per agreed SLAs.
- xxvii. Monitoring shall be done with the help of NMS and EMS monitoring tools and system logs/counters and therefore the reports and alerts can be auto generated.

Role and Responsibility

- a) Unscheduled corrective & remedial maintenance to set right the malfunctions of the system by Resident Engineers/Service Engineers at Palika Kendra and NDMC's establishments at other places. This includes replacement of unserviceable parts and upkeep of Network including UTP & Fibre cabling, Jack Panels, I/O boxes, LIUs etc.
- b) The maintenance services would include all items like Hard Disc, Picture Tube and Printer Heads etc. except consumables like magnetic media cartridges, floppy diskettes, tape cartridges, cassettes, stationary items, ribbons, cartridges ink, toners.

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- c) The contractor shall also ensure backup of data up to the extent possible in the case of hard disk crash or any other problem.
- d) The contractor shall not sub-contract or permit any third party other than the contractor personnel to perform any of the work, services or any other performance required of the on the contractor under this Agreement without the prior written consent of NDMC.
- e) The contractor shall provide Tools, Test Equipment, Gauges, Gadgets& Software to run diagnostics to their engineers at the NDMC site.
- f) All the defects has to be rectified within time bound manner as per defined in Service Label Agreement (SLA).Contractor has to provide stand by equipment/part otherwise penalty will be deducted from the quarterly payment as per penalty SLA.
- g) No charge will be payable for the movement of engineer from one location to another for attending the service calls.
- h) Weekly monitoring of complaints at NDMC / Submission of reports / Review with Deputy Director (IT)/JD (IT) on monthly basis.
- i) All the PCs and Peripherals should be surface cleaned atleast once in a month and quarterly report along with users signature shall be submitted at the end of the quarter.
- j) If contractor will not carry out the work under his scope of work for a longer period, then the same work will be got done on his risk & cost and the amount of the said repair will be deducted from the quarterly amount.
- k) The necessary operating software pertaining to the particular system and Microsoft Office (Word, Excel, PowerPoint, Access) etc. will be installed as and when required.

CARE OF THE EQUIPMENT

The NDMC shall give the contractor full access to the equipment to enable the contractor to provide maintenance services, make available to the contractor the services of the customer staff who are familiar with the programs run and provide suitable working space and facilities.

WORKING HOURS

The contractor will render maintenance service from 9:00 A.M. to 6:00 P.M. on all working days plus on general holidays as per NDMC's requirement, to keep the equipment in good working

condition and order. The service consists of comprehensive, corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment and also the loading and reloading of software if required. Two Resident Engineers needs to sit till 7.30 P.M. in the evening or as per directions received from the IT Department.

REPLACEMENT OF PARTS

In case of replacement of parts the contractor shall replace the component with original component of the same brand and equivalent functional capabilities. In case the same brand and quality is not available, the contractor shall have to submit a documentary proof procured from the representative of the manufacturer or to take the No objection from IT Department of NDMC in this regard and only in such cases, the equivalent part/component replacement would be allowed.

Parts required for the maintenance of the equipment and/or corrections of faults will be supplied at no extra cost to NDMC. The replaced parts should be genuine. The Resident Engineers of contractor will not be allowed to carry away replaced parts of the all repaired machines out of NDMC. If required so permission should be obtained by Engineer of Dept. of IT of NDMC. Proper register must be maintained by the contractor for this purpose and submit for verification as and when required by Dept. of IT.

SPARE PARTS

The Contractor has to maintain an inventory of five sets of each components of each brand/Model like Hard Disc, Processor, RAM (SD/ DDR-1/ DDR-2), Motherboard, SMPS, Monitor, UPS, Printer, Scanner, Switch etc. and other items such as Key board (50 nos.), Mouse (50 nos.), Networking cable (5 box) , Patch cables (50 Nos.), RJ-45 Connector (500 Nos.) etc. for day to day maintenance at NDMC offices.

RELOCATION OF SYSTEMS

During the maintenance agreement in force, the contractor shall be responsible to install or relocate or move PCs or such other equipment as per advice of the NDMC at no additional cost.

MAINTENANCE OF RECORDS

- a) The contractor shall maintain history cards of equipment's indicating types of breakdown types of repairs carried out and spare parts used. This information shall be shown to authorize NDMC officials as and when required. Copies of this information shall be furnished to NDMC month-wise so that the status of equipment can be reviewed. This history card shall become the property of the NDMC as and when the contract is terminated.
- b) The contractor shall generate reports related to PIX, Routers, Switches etc. Uptime charts and usage, Statistics on Monthly basis and submit to AEE (IT) of NDMC.
- c) A complaint register will be maintained at site in which details of breakdown, time at which the breakdown took place and time taken to attend the call etc. will be indicated. This register shall form the basic document for the purpose of uptime and penalty calculation. This complaint information shall also be maintained on computer.
- d) Firm will provide help desk at 1st level to cater the calls of NDMC.
- e) The contractor shall ensure that on all such documents, endorsement of the customer is incorporated.

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- f) The Resident Engineers are required to sign the attendance register both in morning & evening daily. Also the same is to be verified by the engineer incharge of NDMC fortnightly.

PAYMENT OF CHARGES

- a) The payment to the contractor for the Facility Management services shall be made in quarterly instalments at the end of each quarter after deducting the penalty amount, if any, on submission of pre- receipted bills in duplicate.
- b) The contractor shall pay wages to its Engineers through ECS within the time stipulated under the provisions of Minimum wages Act, Govt. of NCT of Delhi.
- c) The Engineers engages by the Contractor for providing the service to the NDMC shall at all times and for all purposes be the employee of the Contractor who shall solely be responsible for providing all fringe benefits to such employees viz. Wages, Bonus, Provident Fund, ESI, Gratuity etc. as per provisions of the law applicable under Minimum Wages Act, Govt. of NCT of Delhi for such purpose from time to time. The Contractor shall furnish a certificate to this effect every month, failing which the NDMC shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this Clause by the Contractor.
- d) That the Contractor shall provide additional personnel as and when required by the NDMC on the same rates, terms and conditions as mentioned in tender document.

Service Level Agreement

The selected vendor must ensure the services upto the mark according to the provisions contained in SLA.

Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are:

- a) Trigger a process that applies NDMC and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- b) Makes explicit the performance related expectations on performance required by the NDMC
- c) Assist the NDMC control levels and performance of services provided by Supplier
- d) This SLA is between Supplier and Purchaser.


Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures of SLA (SLA Change Control).

Service Level Agreements & Targets

This section is agreed to by NDMC Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.


S.No	Service	Parameter	Service Label	Validation	Penalty
1	Helpdesk	Resolution of ticket logged as per the Severity definition chart	99%	Reports generated from the web based system	<p>i) 95%-99% calls resolved in specified time: 2% penalty on the monthly FMS charges</p> <p>ii) 90% - 95% calls resolved in specified time: 5% penalty on the monthly FMS charges</p>
2	Asset / Inventory Management	Provide monthly MIS Asset	95%	Report	0.2% of monthly FMS charges


ई. ए. अन्सरी/Er. A. W. ANSARI
संयुक्त निदेशक (इंजीनियरिंग) Director (IT)
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New Delhi Municipal Council
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		Inventory			
		Provide monthly MIS on new requirements with procurement time	95%	Report	0.2% of monthly FMS charges
		Conduct Annual Physical Asset verification	100%	IT Department approval of Physical Asset Verification report	0.5% of Yearly FMS charges
3	LAN & local server administration	Resolution of ticket logged	99%	Reports generated from the web based system	2% of monthly FMS charges for every default
4	Network Monitoring & Management	SI to monitor the availability of the network link for 99% uptime. SI should measure link availability	99%	Downtime Reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly FMS charges of that utility, if the

		on a monthly basis.			reports are not Submitted by the SI.
		Data Centre Network Availability Minimum of 99.8% uptime measured on a monthly basis	99.8%	Report	<input type="checkbox"/> <input type="checkbox"/> 2% of monthly FMS charges for less than 99.8% <input type="checkbox"/> <input type="checkbox"/> 3% of monthly FMS charges for less than 98.0% <input type="checkbox"/> <input type="checkbox"/> 5 % of monthly FMS charges for less than 95%
		Remote Offices Minimum of 98% uptime measured on a monthly basis	98%	Report	<input type="checkbox"/> <input type="checkbox"/> 2% of monthly FMS charges for less than 98% <input type="checkbox"/> <input type="checkbox"/> 3% of monthly FMS charges for less than 97% <input type="checkbox"/> <input type="checkbox"/> 5 % of monthly FMS charges for


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					less than 95 %
5	Data Centre Operations	MIS reporting on physical and environmental conditions controls	95%	Report	0.2 % of monthly FMS charges
		MIS reporting of health checkup of all systems & modules installed	95%	Report	0.2 % of monthly FMS charges
6	Server Administration / Management	Rollout of patches (OS, infra level) on workstations and Servers after patch being approved on test environment	98%	Patch update report	0.5% of monthly FMS charges
		Uptime of app servers	99.8%	Report	□□2% of monthly FMS charges for less than 99.8% □□3% of monthly

					FMS charges for less than 98% □□5 % of monthly FMS charges for less than 95%
		Uptime of utility servers except email	99.8%	Report	□□2% of monthly FMS charges for less than 99.8% □□3% of monthly FMS charges for less than 98% □□5 % of monthly FMS charges for less than 95%
7	Database Administration services	MIS report of database scheme, disk space, storage and user role	99%	Report	0.5% of monthly FMS charges
8	Backup/Restore	The Supplier should take backup as per the backup	99%	Report	If the negligence is found in monthly audit, the Bidder would be



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		schedule defined by utility			penalised a sum of Rs. 5,000/- per negligence.
		Utility would periodically (once a quarter on a random day) request the Supplier to restore the backup data	100%	Report	Rs 5000/- for every restore test failure

Uptime Calculation for the month:

$$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100\}$$

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment, is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.

The NDMC would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Utility and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/ service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
2. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the Supplier.
3. Bug in any application which causes the non-availability of the service.

Severity definition chart and penalty is tabulated below for reference.

Support Category	Criteria	Resolution	Maximum Response Time	Penalty Applicable
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to NDMC	90 Minutes	15 Minutes	Rs.500/- per hour
Urgent	There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour	Rs.450/- per hour
High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours	Rs.400/- per hour
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours	Rs.400/- per hour

Handwritten signature and stamp of the Director (IT) of New Delhi Municipal Council.

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Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours	Rs.400/- per hour
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Note:

- a) The above mentioned penalty deductions are in addition to the clause no.1 point (ii) (Non-availability of Engineers) Scope of Work under Terms and Conditions.
- b) If the Firm does not complete the Preventive Maintenance, 2% of the quarterly FMS amount will be deducted for that quarter.
- c) If the firm fails to maintain the required site-stock, 5% of the quarterly FMS amount will be deducted for that quarter.

ARBITRATION:

In the event of any question, dispute or difference arising between the NDMC and the contractor in connection to this contract (except in any matters the decisions of which have been expressly provided for in contract) the same will be referred to the Sole arbitrator appointed by the Chairperson, New Delhi Municipal Council. There will be no objection that the arbitrator is an officer of the Undertaking, that he had to deal with the matters which the contract relates or that in the course of his duties as an officer of the Undertaking he had expressed view on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration shall be Delhi.

SUB-LETTING OF CONTRACT:

The contractor shall not sublet, transfer or assign the contract any part thereof without the written permission of the NDMC. In the event of the contractor contravening this condition, the NDMC shall be entitled to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any losses or damage which the contractor may sustain in consequence or arising out of such replacing the contract.

BIDDER TO INFORM HIMSELF

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in this TENDER.

SIGNING INTEGRITY PACT

As per CVC guidelines every bidder has to submit the attached signed Integrity Pact format with technical bid, without signed Integrity Pact the bid will be rejected. The draft Integrity Pact Agreement is added in the TENDER as **Annexure-VI**

ACCURACY OF DOCUMENTS

The firm shall be responsible for accuracy of the documents prepared and/ or vetted and data collected by it directly or procured from other agencies/authorities, and all other details prepared by it as part of these services. Subject to the provisions of this TENDER, it shall indemnify-the NDMC against any inaccuracy in its work which might surface in the future, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the firm or arises out of its failure to conform to good industry practice. The firm shall also be responsible for promptly correcting, at its own cost and risk, the documents/ data/ information including any field investigations

TAXES AND DUTIES


Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by NDMC.

FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the NDMC shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or the appointed consultant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NDMC towards, inter alia, time, cost and effort of the NDMC, without prejudice to any other right or remedy that may be available to the NDMC hereunder or otherwise.

Without prejudice to the rights of the NDMC under Clause hereinabove and the rights and remedies which the NDMC may have under the LOA or the Agreement, if a Bidder or appointed firm, as the case may be, is found by the NDMC 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 Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or consultant shall not be eligible to participate in any TENDER or TENDER issued by the NDMC during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause as above, the following terms shall have the meaning hereinafter respectively assigned to them:


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- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly with the Bidding Process 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 the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI 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 LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "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 Bidding Process.

EXECUTION/SIGNING OF AGREEMENT

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall **execute/sign the Agreement within 21 (twenty one) days** of the issue of LOA as prescribed in this TENDER before which the Performance Security is to be submitted in the form of Bank Guarantee on a non-judicial stamp paper of Rs. 100/- as per the prescribed format provided by NDMC. The Performance Guarantee/Bid Security to remain valid during the initial contract period i.e. 2 year,. Failure to execute the contract is liable to result the rejection of the work order.

If the Selected Bidder delays in submission of required documents for execution of Agreement, as detailed in this TENDER/Contract Agreement and in writing seeks extension of time for submission of the required documents; the decision on the same shall be taken as under:

- I. The Chairman, NDMC shall have the right to take the decision if the extension sought is not more than 15 (fifteen) days; and
- II. If the extension sought is more than 15 (fifteen) days but not exceeding 45 (Forty Five) days, the NDMC shall have the right to take the decision and in such case, the Authority shall levy the following penalty:

- a. Interest at @0.1% per day on the amount of Performance Security for each day of delay on execution of Agreement;

On signing of the Contract Agreement, the Project Developer cum Licensee shall intimate the name of the principal officer who will be acting for and on behalf of the Project Developer cum Licensee in all its relations and communications with the Authority. If there is any change in the principal officer, Project Developer cum Licensee shall intimate such change to the Authority immediately. **The Contract Agreement is as per the Annexure-VII.**

PERFORMANCE SECURITY/BID SECURITY

- i. The Performance Security/Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Secretary, NDMC in the format appended to the Contract Agreement.
- ii. The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (Price/Financial bid amount).
- iii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.
- iv. The BG shall be valid for a period of 02 years plus six months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.
- v. The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).
- vi. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

COMMENCEMENT OF THE WORK


The selected bidder shall commence the work at NDMC **within 21 (Twenty one) days of signing of the Agreement (i.e. or on before the Appointment Date/ commencement date)** as per the Project Schedule mentioned under the Scope of Work in the TENDER Document or such other date as may be mutually agreed. If the selected bidder fails to either sign the Agreement or commence the work as specified herein, the Bid Security of the selected Bidder shall be forfeited.

COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc., In case Govt Of NCT of Delhi enhance the wages the firm shall responsible for enhancement of wages of employees. NDMC shall bear the additional cost as decided by Govt of NCT of Delhi.

EXECUTION OF CONTRACT

Contractor shall have to execute the contract/agreement with the purchaser within 21 days of the receipt of the supply order/LOI on a non-judicial stamp paper of Rs. 100/- as per the prescribed format provided by NDMC. Failure to execute the contract is liable to result the


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rejection of the work order.

PROPRIETARY RIGHTS

The Bidder/Supplier shall indemnify the Purchaser/ NDMC against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

Termination for Default

The Purchaser may without prejudice to any other remedy for breach of contract, by written notice of at least 7 (Seven) day's period for default sent to the Bidder, terminate the contract in whole or in part:

If the Bidder fails to deliver any or all of the Goods/Services within the time period(s) specified in the contract.

Or

If the Bidder fails to perform any other obligation(s) under the contract.

Termination for Insolvency

The Purchaser may at any time terminate the contract by giving written notice of 30 days to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will accrue thereafter to the purchaser.

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