

Kolkata Urban Services For The Poor

Tender Documents

&

Terms of Reference

For

Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing, together with 3 Years' Maintenance and Support For 55 Locations in non-KMA ULBs



Change Management Unit

**ILGUS Bhavan, Sector-III,
HC Block, Salt Lake City, Kolkata- 700106**

December, 2011



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

INDEX

Sl. No.	Sections	Heading	Page No.
1.	A	Invitation of Bids and Instruction to Bidders	1
2.	B	Project Details	22
3.	C	Qualification Bid Requirements	25
4.	D	Technical Bid Requirements	28
5.	E	Financial Bid	41
6.	F	Bid Evaluation Process and Offer of Contract	45
7.	G	General Guidelines	50
8.	H	General Conditions of Contract	65



SECTION A – INVITATION OF BIDS AND INSTRUCTION TO BIDDERS

Sealed tenders are hereby invited by Kolkata Urban Services for the Poor (KUSP) from reputed private or public companies or consortiums of companies with relevant experience and financial capacity as mentioned later for "Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs" as specified herein.

1. BRIEF SCOPE OF PROJECT

The scope of this Project as follows:

- a) Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing for 55 Locations in non-KMA ULBs as per the list given in Table 1.
- b) Provide Maintenance and Helpdesk Support for the above items, for a period of 3 years from the date of their successful commissioning, from the CMU Office with a dedicated engineer and facilities management support, on-site warranty and maintenance support for all the 55 locations.

2. TENDER COST

- 2.1 Prospective bidders can procure the tender document from CMU's office by depositing an amount of Rs. 5,000/- by a bank draft or a pay order payable at Kolkata and drawn in favour of "Change Management Unit", and obtain a receipt for the same.
- 2.2 Prospective bidders can also download the tender documents from CMU's website and can subsequently deposit the tender cost in the same manner and obtain receipt for the same.
- 2.3 No tender or bid will be valid if the original receipt evidencing payment of tender cost is not enclosed therewith.
- 2.4 Without depositing the stated amount and without submitting a photocopy of its receipt, no bidder will be eligible to attend the pre-bid meeting.
- 2.5 CMU shall maintain a record of all prospective bidders who deposit the tender cost. Such record, including e-mail addresses and other relevant contact information, shall be used for directly communicating with the bidders.

3. EARNEST MONEY

- 3.1 The tender should be accompanied by earnest money of Rs. 5,00,000/- (Rupees Five Lakh only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of "Change Management Unit".
- 3.2 Any tender not accompanied by earnest money in an acceptable form may be rejected by CMU as non-responsive.
- 3.3 Refund of earnest money:
 - a) The earnest money of unsuccessful bidders will be returned within 30 days from the date of awarding the contract to the successful bidder.
 - b) The earnest money of the successful bidder will be released after its furnishing the Contract Performance Guarantee as per clause 10 of Section H.
- 3.4 In any case, the earnest money will not bear any interest.
- 3.5 The earnest money is liable to be forfeited -
 - a) If after bid opening during the period of bid validity or issue of the Letter of Intent, whichever is earlier, any bidder
 - i. withdraws his tender, or
 - ii. makes any modification in the terms and conditions of the tender which is not acceptable to CMU.
 - b) In case any statement/ information/ document furnished by the tenderer is found to be incorrect or false.
 - c) In the case of a successful tenderer, if the tenderer -



- i. fails to furnish the Performance Guarantee within a period of 7 (seven) days from the date of issuance of Letter of Intent.
 - ii. fails to execute the Contract within a period of 7 (seven) days from the date of issuance of Letter of Intent.
 - iii. fails to commence the work within 7 (seven) days after the date of issue of the Letter of Intent.
- 3.6 In case of forfeiture of earnest money as prescribed hereinabove, the tenderer shall not be allowed to participate in the re-tendering process of the work, if any.

4. COMPLETION PERIOD

- 4.1 *Commissioning:* Completion period for supply and installation of Goods/items shall be 8 weeks from the date of Letter of Intent.
- 4.2 *Maintenance and Support:* Services are to be provided for a period of 3 years from the date of successful commissioning of the Goods as provided in the General Conditions of Contract.

5. TENDER VALIDITY

- 5.1 The tenders shall be kept valid for a period of 180 days from the last date of submission of tenders or any extended date as indicated below.
- 5.2 In exceptional circumstances, CMU may solicit the bidder's consent for extension of the bid validity period. The request and the responses shall be made in writing. When the validity period is extended by the bidder, the same is to be done without any modification to the bid terms by the bidder.
- 5.3 All prices quoted must be firm and valid during bid validity period and extended periods. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment, etc. and/or in rupee exchange rate and/or increase in any tax, duty, octroi, fee, levy or surcharge during the bid validity period whatsoever.

6. ISSUE OF TENDER DOCUMENT

- 6.1 Tender Documents are to be obtained from the office of CMU by depositing above mentioned tender cost or by downloading from the website of Change Management Unit: www.changekolkata.org/tenders.html.
- 6.2 Tender Documents downloaded from CMU website shall be considered valid for participating in the tender process only upon depositing the above mentioned tender fee.

7. REQUESTS FOR CLARIFICATION

- 7.1 All questions, correspondence, inquiries and requests for clarifications regarding the Tender Documents from the prospective bidders should be directed in writing to the Project Director, CMU, who the authority nominated for this purpose, at the address of the CMU. All such questions, correspondence and inquiries must be in writing. A soft copy of the same must be sent to the e-mail address somenath.paul@kusp.in.
- 7.2 Questions, correspondence, inquiries and requests for clarifications will be entertained only from such prospective bidders who have deposited the tender cost.
- 7.3 All such questions, correspondence and inquiries regarding the Tender Documents should be submitted not later than 15:00 hrs. on **16/12/2011**.
- 7.4 The responses and/or clarifications, if any, will be made available to all prospective bidders on the website www.changekolkata.org.

8. PRE-BID MEETING

- 8.1 CMU may call a pre-bid meeting with such prospective bidders who have duly deposited the tender cost to discuss such queries as may have been submitted to it. The bidders or their authorised representatives may attend the pre-bid meeting.



- 8.2 Such meeting shall be held at the office of Change Management Unit, Kolkata Urban Services for the Poor, ILGUS Bhavan, Sector – III, HC Block, Salt Lake City, Kolkata – 700 106 on **19/12/2011** at 11.00 hrs.
- 8.3 Only such questions, correspondence and inquiries shall be entertained at the pre-bid meeting as received in the manner specified in paragraph 7 above.
- 8.4 Only those prospective bidders who have deposited the tender cost will be entitled to attend the pre-bid meeting and the attendees may be required to produce a photocopy of the receipt of payment of the tender cost to attend the meeting.
- 8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, no queries will be entertained from a bidder who did not attend such meeting.

9. AMENDMENT OF TENDER DOCUMENTS

- 9.1 Before the deadline for submission of tenders, the Tender Documents may be modified by CMU / KUSP by issuing an Addendum or a Corrigendum, as and when may be required.
- 9.2 Formal written modifications/additions/alterations/amendments/addendum/corrigendum shall be intimated directly only to such prospective bidders who have paid the tender cost. However, all such modifications/additions/alterations/amendments/addendum/corrigendum would also be made available at the website www.changekolkata.org.
- 9.3 All responses and/or clarifications along with such modifications/additions/alterations/amendments/addendum/corrigendum that may be issued or made by CMU before the last date of submission of bids shall be treated as a part of the Tender Documents and shall be binding upon all bidders.
- 9.4 In order to give prospective bidders reasonable time to take clarifications, addendum/corrigendum into account in preparing their tenders, or for any other cause or reason, CMU, may, at its discretion, extend the deadline for submission of tenders.

10. DATE AND FORMAT FOR SUBMISSION OF TENDER

- 10.1 *Deadline for submission of tender:* Tenders must be received by CMU at its office at the address stated hereinbelow not later than 13.00 hrs. on **02/01/2012**. In the event of the specified date for the submission of the tender being declared a holiday by CMU or due to unforeseen reasons, the office of the CMU not functioning / being closed, the tenders will be received up to the appointed time on the next working day of CMU.
- 10.2 *Extension of deadline:* CMU may, at its discretion, extend the deadline for submission of tenders by issuing a notice, in which case all rights and obligations of CMU and the bidders, previously subject to the original deadline, will be subject to the new deadline. Formal written intimation for such extension of the deadline shall be given directly only to such prospective bidders who have paid the tender cost. However, all such extensions would also be notified through the website www.changekolkata.org.
- 10.3 *Late tender / delayed Tender:* Any tender received by CMU after the specified date and time of receipt of tender shall be returned unopened to such tenderer.
- 10.4 *Component of the Bids:* The bid shall be in a 'Single Bid – Three Envelopes' procedure.
- 10.5 The bidders are to submit 3 separate sealed envelopes, with the first sealed envelope containing the Qualification Bid, the second sealed envelope containing the Technical Bid and the third sealed envelope containing the Financial Bid, in the following manner:
- i. The Qualification Bid must include information and documents evidencing fulfilment of the pre-qualification criteria as mentioned in Section C of this ToR/Tender Documents.
 - ii. The Technical Bid must include information and documents evidencing fulfilment of the technical criteria as mentioned in Section D of this ToR/Tender Documents.
 - iii. The Financial Bid must contain such information and be submitted in the format as specified in Section E of this ToR/Tender Documents.
- 10.6 *Format:* The bid submission formats are given in Section G of this ToR/Tender Documents.
- 10.7 All the 3 envelopes (Qualification Bid, Technical Bid and Financial Bid) must be submitted together in one single sealed envelope.



- 10.8 *Endorsement:* Such single, sealed envelope should be clearly marked on top with the following words:
"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"
- 10.9 *Address:* All such envelopes should be clearly addressed to:
**"Project Director,
Change Management Unit, KUSP Programme,
ILGUS Bhawan, HC Block, Sector III,
Bidhannagar, Kolkata – 700 106."**
- 10.10 The address specified in clause 10.9 above shall be same for the purposes of clause 10.1 above.
- 10.11 *Cover Letter and tender cost Receipt:* The sealed envelope shall also contain a letter for tender, which letter should be in the format specified in ANNEXURE IV, together with the original receipt for payment of the tender cost.
- 10.12 *No Changes Permitted:* All bids shall be completed in all respects and must be submitted as per the bid submission format specified in this ToR. No deletion, deviation, addition, modification, change or amendment, etc. in the bids can be made, except as permitted in this ToR. If during scrutiny it is observed that a bid contains a deletion, deviation, addition, modification, change or amendment, etc., as compared to the original tender documents issued by CMU, such bid may be liable to be rejected in whole.
- 10.13 CMU may, at its discretion, instead of rejection at the first instance, call upon the bidder to cure such deviations, and if so called upon, unless such deviation is cured to the satisfaction of the CMU within the time allowed for the same, such bid shall be rejected.
- 10.14 All bids should be made unconditionally and without any qualifications or reservations.
- 10.15 All bids should be free from any ambiguity, scratching/cutting and/or overwriting.
- 10.16 The bid shall be typed in English only, on A4 size paper, with 1.5 line spacing and the pages properly numbered.
- 10.17 The Qualification and Technical Bids must be sent in 2 hard copies each (i.e. the original and along with a copy) and in 1 soft copy on a CD media (in PDF or MS Word format).
- 10.18 The Financial Bid must be sent in 1 hard copy and in 1 soft copy on a CD media (in PDF or MS Word format).
- 10.19 All pages of the original bid are to be duly signed by an authorised representative of the bidder together with the rubber stamp of the bidder and the date at the appropriate place in confirmation of having understood the contents and in acceptance thereof.
- 10.20 All supporting documents must be indexed properly and signed by the authorised representative of the bidder. Any loose sheet enclosed along with the bid will not be treated as a part of the bid.
- 10.21 KUSP shall not be responsible for misplacement, loss or premature opening if the envelopes are not sealed and/or marked as stipulated, in which case the bid may be rejected.
- 10.22 Bids which are received within the deadline for submission of bids will be accepted. Bids sent by e-mail or fax or any other mode than prescribed will not be accepted.
- 10.23 Each bid should be marked as 'original' or 'copy' as appropriate. If there are discrepancies in the 'original' and the 'copy', the 'original' shall prevail.
- 11. OPENING AND EVALUATION OF BIDS**
- 11.1 The Qualification, Technical and Financial Bids will be separately opened and evaluated.
- 11.2 All the tenders received (except those received late or delayed) shall be opened in the presence of the Evaluating Committee of CMU and the representatives of the bidders and on such date and time as appointed by CMU. In the event of the specified date of the opening being declared a holiday by CMU or due to unforeseen reasons, the office of the CMU not functioning / being closed on such a day, the bids will be opened at the appointed time on the next working day.
- 11.3 At its discretion, CMU may appoint different dates for opening the Qualification, Technical and Financial Bids.



- 11.4 Direct intimations of the appointed date(s) for opening the Technical Bids shall be made to the successfully qualified bidders alone.
- 11.5 Similarly, direct intimations of the appointed date(s) for opening the Financial Bids shall be made to the technically qualified bidders alone.
- 11.6 All the bids will be opened at the office of CMU.

12. PRESENTATION ON TECHNICAL BIDS

- 12.1 After opening of Technical Bid, the detailed outline of the same is to be presented to CMU by all the qualified bidders at a notified date and time for a better understanding of the solution. The date and time for making such presentations shall be intimated by CMU after opening of technical bids.
- 12.2 A bidder's failure to make such a presentation may lead to rejection of its bid.
- 12.3 No requests for change in dates and/or time will be entertained from bidders.

13. COST OF BIDDING

- 13.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Change Management Unit, Kolkata Urban Service for the Poor will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids.

14. FORMAT AND CHECK LIST FOR SUBMISSION OF INFORMATION ON QUALIFICATION CRITERIA

14.1 Other than Joint Venture or Consortium

The bidder shall furnish a letter as given in ANNEXURE II A enclosing the documents mentioned therein along with a declaration as provided in ANNEXURE I.

14.2 Joint Venture / Consortium

The lead member shall furnish a letter as given in ANNEXURE II B enclosing the documents mentioned therein along with a declaration as provided in ANNEXURE I. All the members, including the lead members of Joint Venture / Consortium shall furnish a letter in the format given in ANNEXURE III.

14.3 Contents of Tender Document (Checklist)

The Tender Documents will comprise of the following documents:

- i. Invitation of Bids
- ii. Instruction to Bidders
- iii. Project Details
- iv. Qualification Bid Requirements
- v. Technical Bid Requirements
- vi. Financial Bid
- vii. Bid Evaluation Process and Offer of Contract
- viii. General Guidelines
- ix. General Conditions of Contract.
- x. Contract Form.

15. AUTHORITY TO SIGN

- 15.1 If the bidder is a company, the documents shall be signed by a principal officer duly authorized and holding a Power of Attorney for signing the documents in the format at Annexure V.
- 15.2 If the bidder is a Joint Venture or Consortium, the documents shall be signed on behalf of the lead member through a person duly authorised and holding Power of Attorney for signing the document in the format at Annexure VI.

16. BIDDER'S RESPONSIBILITY

- 16.1 Before submitting the bid, the ToR/Tender Documents should be carefully read and all points mentioned in the ToR/Tender Documents must be complied with; in default the bid will be liable to be rejected.



16.2 It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this ToR/Tender Documents. Any failure or omission in the submission of documents shall not be considered and may be liable for cancellation.

17. CMU'S RIGHT OF ACCEPTANCE OF TENDER

17.1 If required, CMU may ask any bidder the breakdown of unit rates. If the tenderer does not submit the clarification by the date and time required by the CMU, its bid is liable to be rejected.

17.2 The competent authority on behalf of CMU does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason for such rejection.

17.3 Tenders in which any of the prescribed conditions are not fulfilled or any condition is put forth by the bidder or where there is any deviation from the format will be liable to be rejected outright.

18. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

19. MISCELLANEOUS RULES AND DIRECTIONS

19.1 Use of correcting fluid anywhere in the Tender Document is not permitted. Such tender is liable to be rejected.

19.2 All rates shall be quoted as per the prescribed format given in the ToR/ Tender Documents. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

19.3 Sales-tax/VAT, purchase tax, turnover tax, service tax, or any other tax /cess on material, labour and workers in respect of the project shall be payable by the bidder and CMU will not entertain any claim whatsoever in respect of the same.

20. SIGNING OF CONTRACT AGREEMENT

20.1 The tenderer/bidder whose tender has been accepted will be notified of the award by CMU by issue of a 'Letter of Intent', in the form as ANNEXURE VII, prior to expiration of the bid validity period. The Letter of Intent will be sent to the successful bidder in 2 copies, one of which should be returned promptly upon acceptance, duly signed and stamped with date.

20.2 The Letter of Intent issued will create a binding contract between CMU and the successful bidder till the formal Contract Agreement is executed.

20.3 Subsequently, within the period specified in clause 10 of the General Conditions of Contract of the date of issue of the Letter of Intent, the successful bidder shall deliver to CMU, Contract Performance Guarantee in acceptable form.

20.4 The cost of stamp papers for stamping and execution of the Contract Agreement shall be borne by the successful bidder.

20.5 Simultaneously upon CMU notifying the successful bidder that its tender has been accepted, CMU may direct such bidder to attend its office within 7 (seven) days of issue of the Letter of Intent for signing the Agreement in the pro forma at ANNEXURE VIII.

20.6 The entire Tender Documents shall form a part of the aforesaid Contract Agreement.

21. OEM CERTIFICATIONS

The bidder must submit the OEM Certification as per the prescribed format given in ANNEXURE IX.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE I

DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs. 10/- duly attested by a Notary/Magistrate)

This is to certify that we, M/s. _____, in submission of this offer confirm that:-

1. We have not made any misleading or false representation in the forms, statements and attachment in proof of the qualification requirements;
2. We do not have records of poor performance such as abandoning projects, not properly completing the contract, inordinate delays in completion for reasons only attributable to us or financial failures etc.
3. We assure that we have not been banned or blacklisted by any Central / State Government Department / Authority / Body / Undertaking / Enterprise from conducting business with them.
4. We have submitted all supporting documents and furnished the relevant details as per prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We understand that in case any statement/information/document furnished by us is found to be incorrect or false, our earnest money deposit in full will be forfeited.

Date:
Stamp)

(Signature of Bidder with Rubber



ANNEXURE II A

QUALIFICATION INFORMATION / CHECKLIST OF DOCUMENTS

LETTER BY BIDDER (On letter head of the Bidder)

From:

To
Change Management Unit,
Kolkata Urban Service for the Poor.

Sir,

Sub: Submission of Qualification information /documents as per checklist.

1. We hereby submit the following documents in support of our satisfying the Qualification Criteria laid down for the work:-
 - a) Self-attested copy of Memorandum and Articles of Association of the Company.
 - b) Self-attested copy of PAN/TAN issued by Income Tax Department.
 - c) Self-attested copy of valid Trade Licence.
 - d) Self-attested copy of Registration under Labour Laws like PF, ESI etc.
 - e) Similar work experience, as required in the pro forma given in Table No. 2, Part – A, Section - D, with details of _____ number of works, as applicable and self attested copies of supporting documents as mentioned therein.
 - f) Self-attested copies of Sales Tax, Works Contract Tax, Service Tax Registration Certificates, etc. as may be applicable.
 - g) Any other document on qualification and experience as required.
2. We have furnished all the information and details necessary to prove that we satisfy all the Qualification Criteria laid down.
3. We authorize you to approach any Bank, Individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify our competence and general reputation.
4. We have also enclosed written Power of Attorney in favour of the signatory of the tender on behalf of the tenderer.

Yours faithfully,

Date:
Encl.: As stated.

(Signature of Bidder with
Rubber Stamp)



ANNEXURE II B
QUALIFICATION INFORMATION / CHECKLIST OF DOCUMENTS
– LETTER OF TRANSMITTAL BY JOINT VENTURE

(To be signed by the Lead Member)

From:

To:
Change Management Unit,
Kolkata Urban Services for the Poor

Sir,

Subject: Submission of Qualifying Information / Documents as per checklist.

1. We enclose the following documents pertaining to the Joint Venture and each of the Partners of the Joint Ventures duly signed by the authorized representative of each Partner/Member of the Joint Venture satisfying the Qualification Criteria laid down for the work :
 - a) Self-certified copy of the Joint Venture Agreement / Memorandum of Understanding.
 - b) Power of Attorney in our favour as the Lead Member executed by the authorized representatives of all the members.
 - c) Self-attested copy of the Trade Licence Registration Certificate of all the Parties.
 - d) Self-attested copy of Sales Tax, Works Contract Tax, Service Registration Certificate, etc. (as applicable) of all the parties.
 - e) Self-attested copy of Registration under Labour Laws like PF, ESI etc.
 - f) Similar work experience, as required in the pro forma given in Table No. 2, Part – A, Section - D, with details of _____ number of works as applicable and self attested copies of supporting documents as mentioned therein.
 - g) Self-attested copy of PAN / TAN issued by the Income Tax Department of all the Partners.
 - h) Any other document on qualification and experience.
2. We have furnished all the information and details necessary to prove that our J.V. satisfies all the Qualification Criteria laid down.
3. We authorize you to approach any Bank, Individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify the competence and general reputation of each Member of our JV.
4. We have also enclosed written Power of Attorney signed by us, the Lead Member in favour of our authorised representatives to sign the tender on behalf of the JV.

Yours faithfully,

Date:
Encl.: As stated.

(Signature of Lead
Member with Rubber
Stamp on behalf of the JV)



ANNEXURE III

DRAFT MEMORANDUM OF UNDERSTANDING

(To be executed by each individual Member of the Consortium / Joint Venture on their respective Letterheads)

From:

To:
Change Management Unit,
Kolkata Urban Services for the Poor

Dear Sir,

Re: Tender Notice No. _____ dated _____ for _____ (Name of Work) _____.

We wish to conform that we have formed a Consortium with _____ *(insert names of all other members of the group)* _____ for the purposes of bidding for and if successful, carrying out the works of Tender No. _____.

Members who are not the lead member of the consortium should add the following paragraph:

The consortium is led by _____ *(insert name of the lead member)* whom we hereby authorized to act as leader on our behalf for the purposes of submission of bid and to incur liabilities and receive instructions for and on behalf of any and all the members of the Joint Venture/Consortium. For this purpose we have executed a Power of Attorney in favour of _____ (name of the lead member).

Member being the lead member of the consortium should add the following paragraph:

In this Consortium we act as lead member and for the purpose of bidding for the work, represent the Consortium.

For all members:

Till award of the contract, the lead member shall furnish earnest money deposit and all other guarantees to you on behalf of the Consortium, which shall be legally binding on all the partners of the Joint Venture.

In the event of our Consortium being awarded the contract we agree to be jointly with _____ *(insert names of all other members of the consortium)* and severally liable to CMU / KUSP, its successors and assigns, for all obligations, liabilities, duties and responsibilities arising from or imposed by the contract between CMU / KUSP and our Consortium.

The precise responsibility and share of the lead member and other members of the Consortium will be as indicated in the Annexure. These shall not be varied / modified subsequently with your prior approval.

We, further agree that entire execution of the contract including payments shall be carried out exclusively through the lead member.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

In case our bid is successful, the Consortium Agreement incorporating the above provisions will be executed within 5 days of receipt of Letter of Intent from you and shall be registered where the Agreement will be signed, so as to be legally valid and binding on all member of the Consortium.

Yours faithfully,

Date :
Encl. :

(Signature)

Name of Signatory :
Designation :
(Company Seal / Rubber Stamp)

Witness No. 1 :
Name :
Occupation :
Address :

Witness No. 2 :
Name :
Occupation :
Address :



ANNEXURE IV

COVER LETTER FOR BIDS

(On the Letterhead of the Bidder / Lead Member.)

From:

To,
Change Management Unit, Kolkata
Urban Service For The Poor

Sir,

Re: Tender Notice No. _____ dated _____ for Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs.

1. We have read and examined the Invitation of Bids, Instruction to Bidders, Project Details, Qualification Bid Requirements, Technical Bid Requirements, Financial Bid, Bid Evaluation Process and Offer of Contract, General Guidelines, General Conditions of Contract, Formats and all other documents and rules referred to in the Condition of Contract and all other documents and rules forming a part of the Tender Documents.
2. We hereby tender for the execution and completion of the work, maintenance and support of the same for a period specified in the Tender Documents and to remedy any defects therein within the time specified in the General Conditions of Contract and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Tender Documents and Instructions to Bidders, clauses of the General Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such condition so far as applicable.
3. We agree that our tender shall remain valid for a period of 180 days from the due date of submission thereof and not to make any modifications in its terms and conditions.
4. The original receipt of our purchase of the tender documents is enclosed herewith. A sum of Rs. _____/- (Rupees _____ only) is hereby forwarded in the form of crossed Demand Draft/Pay Order issued in favour of "Change Management Unit" payable at Kolkata as the earnest money.
5. If we withdraw our tender during the period of tender validity or before issue of Letter of Intent whichever is earlier or make modifications in the terms and conditions of the tender which are not acceptable to you, then you shall, without prejudice to any other right or remedy, be at liberty to forfeit entire earnest money absolutely.
6. If we fail to furnish the prescribed Contract Performance Guarantees within prescribed periods, we agree that you shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.



7. If we fail to commence the work within the specified period, we agree and understand that you shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and Contract Performance Guarantee absolutely.
8. Further, we hereby agree and understand that in case of forfeiture of earnest money or both the earnest money as well as the Contract Performance Guarantee as aforesaid in paragraphs 5 to 7, we shall be debarred for participation in re-tendering process of the work.
9. Upon issuance of Letter of Intent by you, we agree that we shall furnish Contract Performance Guarantee towards security, to execute the Project referred to in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
10. We hereby agree that we shall sign the formal Agreement with you within 7 days from the date of issue of Letter of Intent. In case of any delay, we agree that we shall not submit any bill for payment till the Contract Agreement is signed.
11. We hereby declare that we shall treat the Tender Documents, drawings and other records connected with the Project as secret /confidential documents and shall not communicate information derived therefrom to any person other than a person to whom we are authorized to communicate the same or use the information in any manner prejudicial to your satisfaction.
12. We hereby declare that we have not laid down any condition / deviation from the Tender Documents in our Technical Bid and/or Financial Bid. We agree that in case any condition / deviation is found in the Technical and/or Financial Bid, our tender may be rejected without giving us a chance to cure the same.
13. We understand that you are not bound to accept the lowest or any tender it may receive.
14. Until a formal Agreement is prepared and executed, the bid together with your written acceptance thereof / Letter of Intent, shall constitute a binding contract between us and Change Management Unit, Kolkata Urban Services for the Poor.

Yours faithfully,

Date :
Encl. : As stated.

(Signature of the Authorised Signatory)

Name of Signatory :

Designation :

Name of the Tender

(Company Seal / Rubber Stamp)



ANNEXURE V

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper should be in the name of the principal who is issuing the Power of Attorney.)

We, M/s. _____ (name of the Company with address of the registered office) hereby constitute, appoint and authorise Mr. /Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the Project, including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with CMU or any other Government Agency or any person, in connection with the project until culmination of the process of bidding till the Contract Agreement is entered into with CMU and thereafter till the expiry of the Contract Agreement.

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.

Paragraph to be added in the case of a Consortium/Joint Venture:

We are a member/lead member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2011

Signature with Rubber Stamp / Company Seal

Witness No. 1	:	Witness No. 2	:
Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

Notes:

- To be executed by all the members individually. In case of a Consortium, the authorized signatory has to be the one employed by the lead member.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by applicable laws and the charter documents of the executant(s) and when it is so required same should be under common seal affixed in accordance with the required procedure.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE VI

FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF CONSORTIUM

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the principal who is issuing the power of attorney)

Whereas CMU / KUSP has invited bids for _____

Whereas, the members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____, and M/s. _____, (the respective names and addresses of the registered offices to be given) are interested in bidding for the work and implementing the same in accordance with terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and authority to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Work.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby appoint and designate M/s. _____ being one of the members of the Consortium, as the lead member of the Consortium, through any person authorised by it, in our names and in the name of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the work, including submission of application, participating in meetings, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with CMU or any other government agency or any person, in connection with the project until culmination of the process of bidding till the Contract agreement is entered into with CMU and thereafter till the expiry of the Contract agreement including to receive payments and give due and effectual receipts and discharges for the same.

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/Consortium.

Dated this the _____ day of _____ 2011

Signature with Rubber Stamp / Company Seal

Witness No. 1	:	Witness No. 2	:
Name	:	Name	:
Occupation	:	Occupation	:
Address	:	Address	:

Notes:

- To be executed by all the members individually, in case of a consortium.
- The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by applicable laws and the charter documents of the executant(s) and when it is so



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

required the same should be under common seal affixed in accordance with the required procedure.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE VII

FORM OF THE LETTER OF INTENT TO BE ISSUED ON THE LETTER HEAD OF CMU / KUSP

By Speed Post with Ack. Due

No.: CMU/KUSP/

Dated:

To,

_____,
 _____,
 _____,
 _____,

(Insert name and address of the successful bidder)

Dear Sir,

Sub.: Tender No. _____ for Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs.

Ref.: Your tender dated _____ and letter dated _____.

This is to notify you that your tender for the work under reference has been accepted by the Competent Authority of Change Management Unit, Kolkata Urban Service for the Poor for a total Contract Price of Rs. _____/- (Rupees _____ only).

Pursuant to clause _____ of the Contract, you are required to furnish irrevocable Contract Performance Guarantee for an amount equivalent to 10% (ten percent) of the Contract Price. The Guarantee of an amount of Rs. _____/- (Rupees _____ only) is thus required to be submitted within 7 days of issue of this Letter of Intent.

The time of _____ weeks/ days allowed for execution of the Project will be reckoned from the date of this Letter of Intent.

You are requested to contact _____ (complete designation and address of the project-in-charge) for carrying out the contract.

You are also requested to attend this office within 7 days from the date of issue of this letter for execution of the formal agreement. It may be noted that no payment shall be made for any work carried out by you till the Agreement is executed and till such time the Contract Performance Guarantee has been submitted by you.

This Letter of Intent is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Letter of Intent shall constitute a binding contract between us pending execution of formal Agreement.

Your letter referred to above shall form part of the Contract.

Yours faithfully,

Change Management Unit,
 Kolkata Urban Service for the Poor



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE VIII

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper of appropriate value.)

Agreement No. _____ dated _____

THIS AGREEMENT is made on _____ day of _____ Two thousand _____ between **CHANGE MANAGEMENT UNIT, KOLKATA URBAN SERVICE FOR THE POOR** hereinafter called the "Employer" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the Contractor (which expression shall wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Employer is desirous that Project should be executed, i.e. for the "Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs" and has by Letter of Intent dated _____ accepted a tender submitted by the Contractor for the "Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs" under the Kolkata Urban Services for Poor Programme (KUSP), at a total Contract Price of Rs. _____/- (Rupees _____ only).

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Interpretation

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. Documents

The following documents in conjunction with Addenda/Corrigenda to Tender Documents shall be deemed to form and be read and construed as part of this agreement:

- i. Letter of Intent
- ii. Invitation of Bids
- iii. Instruction to Bidders
- iv. Project Details
- v. Qualification Bid Requirements
- vi. Technical Bid Requirements
- vii. Financial Bid
- viii. Bid Evaluation Process and Offer of Contract
- ix. Special Conditions / Specifications
- x. General Guidelines
- xi. General Conditions of Contract.
- xii. Contract Form.
- xiii. Amendments to Tender Documents

3. Previous Communications

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Services to be undertaken in accordance with the Contract.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

4. Execution of Project

In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the Project in conformity in all respects with the provisions of the Contract.

5. Payment

The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the works, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

6. Commencement of the Project

This Contract will remain in effect from _____ and expire on _____ unless terminated earlier in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereunto affixed the day and year first above written.

For and on behalf of:
(Name of the Contractor)

For and on behalf of:
**Change Management Unit, Kolkata
Urban Service For The Poor**

Name and
Designation:

Name and Designation:

Witness No. 1 :
Name :
Occupation :
Address :

Witness No. 2 :
Name :
Occupation :
Address :



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE IX

MANUFACTURER'S AUTHORISATION FORM

(To be submitted on OEM letterhead, signed by a person competent and having the Power of Attorney to bind the producer)

Tender No. _____ **Dated** _____

Project Director, CMU
 ILGUS Bhavan
 HC Block, Sector-III, Bidhannagar (Salt Lake),
 Kolkata - 700 091.

WHEREAS _____ who are official producers of _____ and having production _____ facilities at _____ do hereby authorize _____

located at _____ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

[Please Specify the Product Name & Model No here.]

When resold by _____ these products are subject to applicable warranty terms as per standard warranty policy.

We also confirm that _____ is our authorized service provider / system integrator and can hence provide maintenance and upgrade support for our products.

Dated this the _____ day of _____ 2011

Signature with Rubber Stamp / Company Seal
 Name and Designation of the Signature:

Note: This letter of authority must be on the letterhead of the manufacturer, must be signed by a person competent and having the power of attorney or equivalent to bind the producer, and must be included by the bidder in its bid as specified in the Instructions to Bidders.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

ANNEXURE X

BIDDER'S WARRANTY CERTIFICATE OWNING RESPONSIBILITY OF ALL THE PRODUCTS

(To be submitted on bidders letterhead, signed by a person competent and having the power of attorney [notarized copy of which is to be attached] to bind the Producer)

Tender No. _____ **Date:** _____

Project Director, CMU
ILGUS Bhavan,
HC Block, Sector-III, Bidhannagar (Salt Lake),
Kolkata - 700 091.

WHEREAS the items _____ (give details of all products specifying the OEM, make and model of the products quoted) have been quoted by us, we do hereby certify that we own the entire responsibility of all the products for the entire period of the contract including the warranty period.

We assure you that in the event of failure on the part of any of the OEM in meeting the warranty requirements in respect of your Tender Documents / ToR, we would continue to meet the terms stated in the abovementioned Tender Documents / ToR through alternate arrangements, at our cost and will fully indemnify you from all costs, charges and expenses.

Dated this the _____ day of _____ 2011

Signature with Rubber Stamp / Company
Seal

Name of the Signatory:

Designation:

Note: This letter of authority must be on the letterhead of the bidder, must be signed by a person competent and having the power of attorney (Notarized copy to be attached) to bind the producer, and must be included by the bidder in its bid as specified in the Instructions to Bidders.



SECTION B – PROJECT DETAILS

1. Background

- 1.1. A comprehensive Municipal e-Governance system has been developed by Change Management Unit, an organization of Municipal Affairs Department, Government of West Bengal aiming at: improving urban planning and governance; access to basic services for the poor and promoting economic growth in the KMA. The project supported the improvement of municipal governance for better service delivery and transparency.
- 1.2. A total number of 14 modules has already been developed, which are being used by 41 KMA ULBs. A central data centre was also envisaged, which would get connected to all the ULBs using the e-governance system for to and fro data transfer, thus ensuring proper data backup and disaster recovery mechanism. The central data centre will host a city web portal, which will provide various information to citizen like the application procedure for obtaining a service, status of any application, etc.
- 1.3. The project has already been rolled out to 41 Urban Local Bodies (ULBs) under KMA except Kolkata Municipal Corporation. Now the programme will further be rolled out to the following locations as given:

Table No. 1:

Sl. No.	Location Name	Sl. No.	Location Name
1.	Nabadigonto Industrial Township Development Authority	29.	Islampur Municipality
2.	Egra Municipality	30.	Joynagar- Mozilpur Municipality
3.	Birnagor Municipality	31.	Jalpaiguri Municipality
4.	Ramjbanpur Municipality	32.	Jangipur Municipality
5.	Englishbazar Municipality	33.	Dainhat Municipality
6.	Sainthia Municipality	34.	Jhargram Municipality
7.	Raigunj Municipality	35.	Jiaganj-Azimganj Municipality
8.	Chondrokona Municipality	36.	Kalimpong Municipality
9.	Coochbihar Municipality	37.	Kalna Municipality
10.	Alipurduar Municipality	38.	Mal Municipality
11.	Baduria Municipality	39.	Mathabhanga Municipality
12.	Bankura Municipality	40.	Mekliganj Municipality
13.	Burdwan Municipality	41.	Memari Municipality
14.	Basirhat Municipality	42.	Midnapur Municipality
15.	Beldanga Municipality	43.	Mirik Municipality
16.	Bishnupur Municipality	44.	Murshidabad Municipality
17.	Bongaon Municipality	45.	Nabadwip Municipality
18.	Darjeeling Municipality	46.	Panskura Municipality
19.	Chakdaha Municipality	47.	Purulia Municipality
20.	Coopers' Camp Municipality	48.	Raghunathpur Municipality
21.	Dalkhola Municipality	49.	Sonamukhi Municipality
22.	Dhupguri Municipality	50.	Taki Municipality
23.	Dinhata Municipality	51.	Bolpur Municipality
24.	Dubrajpur Municipality	52.	Ranaghat Municipality
25.	Gangarampur Municipality	53.	Tufanganj Municipality
26.	Ghatal Municipality	54.	Kharagpur Municipality
27.	Gobardanga Municipality	55.	Jhalda Municipality
28.	Haldibari Municipality		



- 1.4. “Change Management Unit (CMU)”, which was set up under Municipal Affairs Department (MA Dept.), Government of West Bengal, for managing KUSP, has proposed to equip the ULBs with e-governance system which will cover the internal processes and service deliveries of the 55 locations.
- 1.5. CMU now intends to seek services of an System Integrator for “Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing, together with 3 Years’ Maintenance and Support For 55 Locations in non-KMA ULBs”.

2. OBJECTIVES

- 2.1. Installation of an IT and communication infrastructure at non KMA ULBs of West Bengal.
- 2.2. To ensure consistent service delivery to all stakeholders, the availability of communication and IT infrastructure will be of critical importance. The scope of this ToR includes:
 - a) Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing at 55 non-KMA ULBs in non-KMA ULBs.
 - b) Provide Maintenance and Helpdesk Support for 3 years from the date of commissioning from CMU’s office with a dedicated engineer and together with facilities management, on-site warranty and maintenance support for the 55 locations referred to above.

3. FRAMEWORK

The primary area of the e-Governance initiative of CMU is computerization of municipal operations. CMU is in the process of implementing a Municipal E-Governance Application System (MeGAS) and needs to procure, install and commission the server, Computer Systems, Software, UPS, LAN with Networking Equipments, Electrical Wiring and Earthing for non-KMA ULBs to successfully deploy the MeGAS. The important aspects of the MeGAS are discussed below:-

- a) The MeGAS technical architecture is a mix of centralized and distributed application architecture. The e-governance application software package will be deployed at non KMA ULBs for day-to-day operations. For doing so, local IT infrastructure including server installation with hosting the application of all the non KMA ULBs to be done so that they can run their day to day transactions under an integrated system. Further, work of preparation of a Central Data Centre at Salt Lake, Kolkata, has been started from where all the said ULBs will get connected. The central data centre will be hosted at the State Data Centre of GoWB being implemented by IT Department, GoWB and will be managed by them. A small Development and Staging Centre will be developed in Salt Lake, Kolkata, and will be managed by CMU / M.A. Department, GoWB. The entire ULB data will get synchronised at Central Data Centre location to maintain data consistency. The central location will act as Data Centre and Disaster Recovery Site for all the ULB operations. The local database of each ULB will get automatically synchronized with the Central Data centre.
- b) All ULBs will have the option of running the system from the local or the central IT infrastructure depending upon the need of the users / availability of interconnectivity.
- c) The clients will be browser based and connect through web server.
- d) The software package has been developed using a J2EE based framework. The application server is Oracle Application Server Enterprise Edition 10g and the database used for storing data is Oracle Database Server Enterprise Edition 10g and on RHEL Version 4 platform.
- e) A regular backup mechanism of all data should be developed for data security.

4. SCOPE OF WORK

The scope of this Project is as follows:

- a) The selected bidder will supply, install and commission the Servers, Computer Systems, Software, UPS, Local Area Network with necessary Networking Equipments as per specifications laid down for the non-KMA ULBs.



- b) The agency will prepare the site by installing the LAN system for the entire premises at all the locations, will install the electrical wiring and air conditioning system at the server room at all the locations as per the specifications mentioned herein. The civil works, painting etc. for the server room will be done by the respective ULBs.
- c) A third party bandwidth connectivity for connecting data center with ULBs will be taken by CMU. For connecting the Data Center with the ULBs through the provided connectivity, the required activities at the ULB level is to be performed by the bidder.
- d) For proper implementation of the above solution, the bidder may be required to liaison with such third parties as may be notified by CMU.
- e) After the entire system is commissioned, maintenance and support of the same should be provided as mentioned in Technical Terms and Conditions of this ToR in Part B of Section D for all the 55 locations as mentioned in 1.2 above.

5. OVERALL MANAGEMENT

- 5.1. Reporting structure: the Bidder shall report to the Project Director, CMU or his authorized officer. The Project Director or his authorized officer may in turn decide to appoint a Single Point Coordinator (SPC) for the data centre initiative.
- 5.2. Delay in deliverables will attract penalty clauses as per Tender Document.
- 5.3. After supply of items and implementation, the same would be presented by the bidder to CMU for review and acceptance. The acceptance of the same would be communicated by CMU, in writing, to the bidder. CMU will also inspect the entire implementation physically before giving such acceptance.

6. RIGHTS TO REVISE THE JOB SPECIFICATIONS

CMU reserves the right to revise and / or alter job specifications before the acceptance of any bid. Even after acceptance of bid, job specifications can be altered/ revised by CMU subject to the General Conditions of Contract.



SECTION C – QUALIFICATION BID REQUIREMENTS

Eligibility Criteria – Credentials and Qualifications of the Bidder:

The eligibility criteria shall be applicable having reference only to the Information Technology/System Integration Division of a bidder. In case of consortium, the lead member should qualify for each of the following items:

1. **EXISTENCE**

- 1.1 The bidder must be a Company registered under the Companies Act, 1956 of India.
- 1.2 The bidder must have been operating in the Information Technology Industry for at least the last 5 years, i.e. at least from 1st April, 2006) in India.

2. **EXPERIENCE**

- 2.1 The bidder must have implemented at least one (1) similar project of at least Rs. 5 crores in India for supply of servers including LAN and implementation of the same within last 5 years as on 31st March, 2011.
- 2.2 The bidder must have a partnership with the Original Equipment Manufacturer (OEM) or direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting all the components offered. The detailed requirement for the same is given in clause 8 of this Section C.
- 2.3 The bidder must have handled at least 1 support project for providing Helpdesk Support and Management Services within last 5 (five) years .

3. **FINANCIAL PROFILE**

- 3.1 The bidder should have had an average turnover from supply, installation, integration and management of Computer hardware/ software/ networking/ Information Technology (IT) Services in excess of Rs. 50 Crore (Rupees Fifty Crores only) in each of the last 3 financial years (viz. 2008-09, 2009-10 and 2010-2011).
- 3.2 Audited balance sheet must be submitted to substantiate any claim. In case the bidder is engaged in other businesses, audited accounts, duly certified by the auditor, for the Information Technology Business only, would be considered.

4. **SUPPORT INFRASTRUCTURE**

- 4.1 Bidders having their own office within the KMA Area would be preferred. Similarly, bidders having sufficient number of service centres throughout the non-KMA area for serving the listed non-KMA ULBs for providing proper and in time support would get preferred. The details of such centre will have to be submitted along with the address and contract numbers.

5. **QUALITY CERTIFICATION**

The bidder must have ISO 9001: 2008 - latest quality standards.

6. **BIDDER REGISTRATIONS AND LICENSES**

The bidder must furnish the following certificates/ licenses:

- a) Valid Sales Tax/VAT Registration Certificate.
- b) Valid Service Tax Registration Certificate.
- c) Valid Trade License.
- d) Latest Income Tax Clearance.
- e) Valid Registration Certificates under applicable Labour Laws like PF, ESI, etc.

7. **CONSORTIUM**



- 7.1 For executing the Project, a Consortium may be formed provided all members of the consortium are companies engaged in Information Technology & Communication businesses primarily.
- 7.2 In case of a Consortium, the lead member must satisfy all the criteria mentioned above.
- 7.3 The lead member should hold of at least 51% interest in the Consortium and must remain in the Consortium for the entire contract period. The Memorandum of Understanding/Consortium Agreement must be binding on all members for the entire contract period and cannot be changed without the consent of CMU.
- 7.4 In case of a Consortium, there shall be a valid Memorandum of Understanding (MoU)/ Agreement among all the members signed by the Chief Executives Officers / Authorized Signatories of the members prior to the submission of the bid. The MoU / Agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU / Agreement shall be exclusively for this Project and all members shall be jointly and severally liable for execution of the Project. Inclusion or exclusion of any member, shall not be made without prior approval of CMU.
- 7.5 In order to meet the qualification criteria, the experience and/or resources of any consortium partner shall not taken into account or contribute to the bidder's qualification.
- 7.6 The experience and/or resources of any work done as sub-contractor will not be considered for the purpose of considering bidder's qualification.
- 7.7 A Company may submit bids either as a single bidder on their own or as a member in a Consortium submitting bids in response to these Tender Documents. The bid will be rejected if a Company participates as single bidder and also as partner in a Consortium. In that case, both bids will be rejected.
- 7.8 The Consortium shall be evaluated based on the lead bidder's strength as defined in this ToR/Tender Documents.
- 7.9 Individually, all the Consortium members should be companies registered in India and must be in operation for last 5 (five) years in Information Technology Industry.
- 7.10 Apart from the lead member, the other Consortium members should have at least 1 (one) similar projects for supply of servers and LAN installation worth Rs. 5 crores.
- 7.11 All the Consortium members must furnish company registration certificates, registration certificates under labour laws, valid Sales Tax/VAT Registration Certificate, valid Service Tax Registration Certificate, valid Trade License and the latest Income Tax Clearance.
8. **OEM PARTNERSHIP**
 - 8.1 The bidder (in case of a Consortium, the lead member of such Consortium) must have a partnership with Original Equipment Manufacturer (OEM) or direct authorization from OEM for selling and supporting all the components offered. Partnership documents with the OEMs or Authorization Certificates from the OEMs must be furnished along with the bid. Copies of the same are to be furnished in the Technical Bid as well.
 - 8.2 The OEM partner must be in operation for last 10 years in Information Technology Industry and should have served similar category of projects.
 - 8.3 OEM partner should provide letter addressed to CMU for the warranty support, should be submitted through bidder in the form as given in Annexure IX in Section A.
9. **AUTHORIZATION AND CERTIFICATION REQUIREMENTS**
 - 9.1 The bidder must mention OEM name & version of all software items and the make & model for all the other products. For all the mentioned items/ products, the bidder must have due authorization from OEM. Copy of authorization certificate from manufacturer is to be submitted for all products to be supplied as per specifications mentioned, otherwise the bid will be rejected. All items mentioned in this ToR must be quoted. The items may be from different manufacturers, but the Bidder should provide one certificate owning the responsibility of integration along with manufacturers authorization for such items.
 - 9.2 The bidder must have a clear roadmap from all the OEMs for the Server hardware, Network Switches, Oracle S/W stack and Operating System that it can be supported at least for the next 3 years or more. In case during the stipulated period of five years, the product will have end of sale or end of production, still the product support must be ensured. For the server and



network switch products, the support should cover all the respective hardware components including its replacement during the warranty period with equivalent or higher specification/ configuration at no additional cost to CMU. For Oracle S/W stack and Operating system, the support should cover all current software version during the minimum stipulated period of three years. Proper documentary evidence must be submitted as a proof of the same.

9.3 Bidder must submit Annexures I, IIA, IIB, III, IV, V, VI, IX and X as per the formats given herein.

10. BIDDER'S CAPACITY AND STABILITY

a) Bidder's Capacity:

- i. Documentary evidence that he has financial, technical and production capability necessary to perform the contract.
- ii. Its project-management capabilities including expertise in all aspects of server installation, other hardware installation, network installation, with project planning, project tracking and project control.

b) Stability:

The bidder and in case of a consortium all the consortium partners should be stable and should not have undergone any significant change in control in the last 12 months before the bid date.

11. OWNERSHIP AND LICENSE OF SOFTWARE, HARDWARE AND NETWORKING EQUIPMENTS

The ownership and licenses of all hardware, network equipments and related software must always be with CMU, its successors and assigns.

12. SUBMISSION OF DOCUMENTS AND FORMAT

- 12.1 All relevant documents supporting the above clauses must be submitted, properly marked with individual clauses and signed by the bidder.
- 12.2 The Qualification Bid submission format is given in Section G.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

SECTION D – TECHNICAL BID REQUIREMENTS

Part-A: Technical Requirements, Bidder's Strength, Implementation / Acceptance Plan, Timeframe and Warranty

The bidder must submit the following understanding in details along with the bid:

1. **TECHNICAL REQUIREMENTS MUST BE SUBMITTED AS PER PART-B OF THIS SECTION**
 - a) Executive summary.
 - b) Detailed Technical understanding.
 - c) Specification for Servers, other hardware, UPS, networking items to be specified along with make and model. Software items to be specified with OEM name and version number as per the formats given in Section G - General Guidelines.
 - d) Sufficient stock of spares should be available at service locations of the Bidder to ensure uninterrupted up-time at ULB level.
2. **BIDDER TRACK RECORD**
 - a) Number of similar projects executed by the Bidder in India in last five years to be provided. The track record of the bidder with similar experience in the last five years to be furnished as per following format: *(Photocopies to be enclosed supporting the same, without which the same will not be considered)*:

Table – 2:

Name of the assignment & duration of Contract	Details
<i>Contract award date</i>	
<i>Actual date of completion</i>	
<i>Name of the client</i>	
<i>Client contact details with reference</i>	
<i>Geographical Area of operation</i>	
<i>Value of the contract</i>	
<i>Brief description of technology used along with the job description</i>	
<i>Brief description of warranty, maintenance and Support</i>	

- This above track record should be in accordance with the experience clause 2.1 of Section C, i.e., the bidder must have implemented at least one (1) similar project of at least Rs. 5 crores each in India for supply of servers including LAN and implementation of the same within last 5 years as on 31st March 2011.
 - The cumulative order value of best five projects will be considered for evaluation and marking as per the Technical Evaluation Score Sheet under clause 7.4 of Section F.
3. **MANPOWER**

The bidder must furnish the total number of technical manpower in its payroll and a declaration from the human resources department of the firm on its letter head is to be submitted in support of the same. Technical manpower means and includes employees having a minimum qualification of B.Tech./B.E./B.C.A./B.Sc.(IT/CS)/M.C.A. or equivalent.

Apart from the above, the list of their manpower to be engaged for this project along with the detailed profile of them is to be furnished in annexure as per table 3 below:

Table -3:

Name	Designation	Qualification	Field of Activity	Years of Similar Experience



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

Detailed resume of the proposed team members are to be enclosed as per the following format:

Table – 4:

1	Name in full	:	
2	Date of birth	:	
3	Area of expertise	:	
4	Total years of similar experience	:	
5	Position for this assignment	:	
6	Academic / Professional Qualification	:	
7	Other training, if any	:	
8	Membership(s) if any	:	
9	Employment record in brief	:	
10	Work undertaken that best illustrates capability to handle the tasks assigned	:	
11	Others	:	

4. IMPLEMENTATION PLAN

The Bidder is required to provide **implementation plan along with the bid response**. The plan shall include detailed implementation methodology, methodology of configuration management, testing, deployment, customer support process and issue resolution process for any issue that may arise during the course of implementation and support/ maintenance period in the proposal. This plan should include execution time and at least the followings:

- a) The **Project Implementation Plan (PIP)** laying down all the project activities, including implementation methodology, methodology of configuration management, testing, deployment plan, customer support process and issue resolution process. PIP should also lay down all target milestone dates. The expected durations and the dependency relationships between these activities and who is responsible for each activity should be specifically mentioned.
- b) **Project management methodology** and **quality control** for implementation of the project to be mentioned
- c) This should also include **Communications Plan**, which will list up all stakeholders in the project, defines their roles, and provides contact information.

5. TIMEFRAME

In addition with above, the timeframe of delivering the items should be specifically mentioned in the form of chart including the different phases of implementation of the hardware's at the ULBs. The time frame of delivering the items must be within 6 weeks and complete implementation must be within 10 weeks after providing Letter of Intent in favour of the firm. Any lapse in maintaining the time frame will invite penalty as will be specified in the contract.

6. ACCEPTANCE TEST PLAN ON DELIVERY OF ITEMS, INSTALLATION AND PENALTY

6.1 Quality checking and Acceptance Test in respect of approximate 10% of the each of the items in the consignment would be arranged by CMU through a third party. If the tests are satisfactory the cost for conducting such test would be beard by CMU, but if the results are unsatisfied, 100% checking would be undertaken by CMU, and the cost for conducting the 100% verification would be deducted from the amount payable to bidder.

6.2 After delivery of items, if any nonconformity/ defect/ deviation of specification is found or after implementation and commissioning, if any deviation/ error is found from the desired result, the same must be rectified within 7 days of time from such notification of nonconformity/ defect/ deviation/ error.



The same will be tested after the stipulated period and if then also the same nonconformity/ defect/ deviation/ error persists, a penalty will be imposed on the bidder. This nonconformity/ defect/ deviation/ error on delivery or on implementation will have a penalty of 5% per location till 25%. Beyond 25% of penalty, the entire contract will be cancelled / terminated with immediate effect in writing by CMU with reasons specified thereof. Any advance paid will be adjusted with the performance bank guarantee and also the caution deposit will be forfeited.

7. TRAINING

The bidder should provide adequate centralized training to the users at the Bidder location, to enable them to operate the server and other related items as mentioned. Approximately, a total number of 200 persons to be trained. However, the number of persons to be trained will be finalized later.

8. OWNERSHIP AND LICENSE OF SOFTWARE, HARDWARE AND NETWORKING EQUIPMENTS

The ownership and license of the hardwares/ network equipments and related softwares must be with CMU or its successors or assigns.

9. WARRANTY, MAINTENANCE, SUPPORT, SERVICE LEVEL, HELP DESK AND FACILITIES MANAGEMENT

a) Warranty and Maintenance:

- i. The bidder is required to provide comprehensive warranty and maintenance during the period under warranty.
- ii. The bidder shall give warranty that all the hardware, software, networking and electrical equipments to be supplied shall be of the latest version, free from all defects and software bugs and shall be of the highest grade and consistent with the established and generally accepted standards for server / networking solutions of the type ordered and shall perform in full conformity with the specifications.
- iii. The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, and shall expeditiously remedy such defects at his own cost when called upon to do so by CMU who shall state in writing in what respect goods are faulty.
- iv. The warranty should be for a period of 3 years from the CMU's certification of successful commissioning. The successful Bidder must furnish a warranty for all hardware, networking and software items supplied for providing free post-installation Comprehensive On-site Maintenance Support during such Warranty Period of 3 years from the date of successful commissioning of the goods.
- v. A Standard Warranty Format should be enclosed along with the Technical Bid.

b) Service Level

The bidder will be responsible for an uninterrupted up-time up to 99% for all the ULBs for a quarterly basis. The uptime calculation for any hardware equipments will be calculated based on the following formula:-

$$\text{Uptime} = (\text{Total Working Hours} - \text{Total Down Time Hours}) * 100 / \text{Total Working Hours}$$

The overall support shall meet the following criteria:

- i. Attending to faults to be done (Service Response) within 12 hour of the time of intimation and resolving the faults (Service Resolution) thereof within 72 hours.
- ii. Service Coverage of 7 days x 24 hours to be provided.
- iii. Preventive Maintenance is necessary to be carried out once every month outside the normal office hours.

c) Support infrastructure



The bidder must have/will set up its own office and sufficient number of service centres / points of presence within non-KMA ULBs for providing proper and in time support. The details of such offices / centres / points of presence need to be furnished along with addresses and contact numbers. The Bidder should mention in detail the support infrastructure available at such offices / centres / points of presence with contact and location details. The Bidder must further furnish the modalities by which fast response to maintenance calls and minimum downtime will be ensured.

d) Help Desk and Deployment of Resident Engineer

The Bidder needs to provide central support for the stated ULBs for the entire tenure of the contract (i.e. 3 years warranty period), from the date of successful commissioning of all the Goods/equipments under the Contract, including the following:

- i. A Help Desk System is necessary to be implemented at CMU location and the same must be provided by the Bidder for supporting smooth operation at non-KMA ULBs during the entire period of contract including warranty period.
- ii. All calls registered at Help Desk will be provided with a unique docket number for easy tracking of calls.
- iii. The Bidder must provide at least 1 resident engineers at the CMU office premises located at Salt Lake, Kolkata, or at such other location in Kolkata as may be intimated.
- iv. The Resident Engineer will maintain a service log register for each docket number issued and record the resolution time taken for such calls, which will be reviewed by CMU from time to time.
- v. Maintenance of active part of IT infrastructure including LAN of ULBs and making the entire system operational including all hardware, software, LAN, maintaining the service level as mentioned above.
- vi. Proactive maintenance of server, other items at ULBs and ensuring at least 99% uptime on quarterly basis.
- vii. Performance monitoring and management of all servers, peripherals, system software components, backup systems, etc.
- viii. Resolving all problems pertaining to all servers and equipments to ensure at least 99% uptime. This would include interfacing with all other third parties, including ISPs and agencies involved in running of the IT infrastructure, as may be notified by the Employer.
- ix. Carrying out preventive maintenance in addition to corrective maintenance.
- x. Facilitation of activities at ULB level such as server backups, etc.
- xi. The Contractor will be responsible for liaising with the other third parties of the Employer and the ULBs, as will be specified by the Employer, for making the entire systems operational and for management of connectivity with ULBs, proper management of all the servers, computer systems and other related items at the ULBs

Part-B: Specification Requirements

1. ARCHITECTURE

The technical architecture of Municipal e-Governance Application system is a mix of centralized and distributed application architecture. The e-governance application software package will be deployed at ULBs for their day-to-day operations. For doing so, local IT infrastructure including server installation with hosting the application of all the non KMA ULBs to be done so that they can run their day to day transactions under an integrated system, having server and other related items. Further, work of preparation of a Central Data Centre a Salt Lake has been started from where all the said ULBs will get connected. The central data centre will be hosted at the state data centre of GoWB being implemented by IT department, GOWB and will be managed by them. A small development and staging centre will be developed in Salt Lake and will be managed by CMU /M.A. Department. ULB data will get synchronised at Central data centre location to maintain data consistency and Central location will act as Data Centre and Disaster Recovery site for ULB operations. The local



database of each ULB will get automatically synchronized with the central data centre. Bidder must ensure the following most important aspects on their solution:

- a) End of Sale and End of support products at the time of bidding must not be quoted
- b) Guaranteed Service Level agreement
- c) Interoperability and smooth operation of data centre with ULBs.
- d) Currently, the e-governance software package has been developed using J2EE as front end, Oracle Application server 10g as application layer, Oracle Database server 10g as database layer. So, the solution must support Oracle database server and application server platform along with the J2EE at the front end.
- e) The bidders are encouraged to propose latest & state of art products available. Bidder should ensure to adhere to the specified independent benchmarks on such products are available at the time of submitting the bid. The overall aim is to encourage the supply of state of art technology available at the time of delivery.

2. BENCHMARKS

- a) Bidder should propose servers to comply the independent standard benchmarks – 1) TPM/OLTPM as per TPC-C (representing OLTP workload) of www.tpc.org and 2) JOPS as per SpecjApps2004 (java application workload) of www.spec.org (as applicable).
- b) Server proposed should have certification for benchmark from OEM or Council.
- c) The industry standard benchmarks have been used to specify the capacity requirements of the applications. tpmC is based on TPC-C benchmarks (site www.tpc.org) and JOPS is based on SPECjAppServer2004 benchmarks (site www.spec.org).

3. DETAILED ITEMS REQUIRED

3.1. Server – 1 number at each ULB

3.2. Network Items at each ULB:

a) Core switch – 1 number

b) Other networking items:

- i. 6u Rack – as per requirement
- ii. 15u rack – as per requirement
- iii. 24 port Patch panel – as per requirement
- iv. CAT 5/ CAT6 UTP cable – as per requirement
- v. Conduit/ Casing for cable - any ISO certified- as per requirement
- vi. Patch chords 1 meter or 2 meters each - as per requirement
- vii. Data I/O box with back box - as per requirement

3.3. Electrical wiring of server room and dedicated earthing for server room

3.4. 3-KVA online UPS with 1 hour battery back up for the server rooms for each ULB – 1 number

3.5. Oracle software package

- a) Oracle Database server enterprise edition for Database Servers – user based license.
- b) Oracle internet Application server Enterprise edition for Application Server- user based license.
- c) Annual Technical support for 1 year for all of the above items.

Bidders are requested to quote as per OEM's licensing matrix, Operating System and hardware Compatibility Matrix.

3.6 Computer Systems: 15 numbers per ULB

3.7 Comfort Air conditioning system (split) – 1 number at each ULB

4. DETAILED SPECIFICATIONS REQUIREMENT

4.1. Server systems: 1 number per ULB

Specifications

The below requirement is the initial capacity requirement at KUSP for a 5-year period. It is mandatory for all bidders to provide the solution path and quote for this base requirement. It is



necessary to meet both the tpmC and JOPS performance benchmarks along with the specification mentioned below.

All ULB servers should have the following mandatory features for better reliability, availability and performance:

- 4.1.1 Required tpmC and JOPS benchmarks:
 - i. System should be configured for 125000 of TPM and scalable to 250000 TPM within the box
 - ii. System should be configured for 700 JOPS and scalable to 1400 JOPS within the box
- 4.1.2 Processor:
 - i. 64 bit RISC/EPIC
 - ii. Multicore CPU only with minimum 4 processor cores populated/activated matching the rated tpmC and JOPS
 - iii. Single or Two processor sockets only
 - iv. With the latest generation processors for the proposed model
 - v. With Highest available clock speed for proposed model
- 4.1.3 Memory
 - i. DDR-III or above
 - ii. System should have minimum 32 GB RAM
- 4.1.4 I/O: Minimum 5 PCI-e slots
- 4.1.5 Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5
- 4.1.6 Networking: Standard 4 nos of 1 Gigabit Ethernet Adapters for connectivity to network backbone
- 4.1.7 Media drives: DVD Drive from same OEM as server
- 4.1.8 Redundant Power supply & cooling fans
- 4.1.9 Dedicated Management processor for system management functionality on every Server.
- 4.1.10 Form Factor: Tower or rack or Blade (in case rack mount or bladed, necessary rack & accessories to be provided)
- 4.1.11 System should support virtual partitions. All required licenses to be bundled
- 4.1.12 All the servers at the ULB should have a LTO5 drive for data backup with suitable software for online data backup
- 4.1.13 17" TFT colour monitor or higher with the make from the same OEM as server
- 4.1.14 Keyboard and mouse with the make from the same OEM as server.
- 4.1.15 All Servers should be 100% scalable for processor cores, Memory & HDD
- 4.1.16 OS Support: Certified with RHEL Server OS or Unix server OS
- 4.1.17 OS preloaded: RHEL Advanced Server 4 Update 4 or Unix Server OS
- 4.1.18 OEM must have ISO 14001 certification.

4.2. Specifications for networking devices:

4.2.1 Core Switch: 1 number

4.2.1.1. General Features

- i. The switch should have minimum 24 numbers 10/100/1000 Fast Ethernet full duplex Ports with 4 numbers of SFP-based Gigabit Ethernet port/slot
- ii. The switch should be upgradable with 10G in future with additional Module
- iii. The switch should be Layer-3 managed switch.
- iv. Some ULB is already having layer2 managed switches installed, so this core switch should be capable of performing as master in the network.
- v. Should be rack mountable.

4.2.1.2. Performance

- i. The Switching fabric should be minimum of 160 Gbps
- ii. The Switch forwarding rate should be minimum of 65 Mpps
- iii. Configurable up to 3000 MAC addresses

4.2.1.3. Layer 2 Features:

- i. 802.1Q, Centralized VLAN management
- ii. No of VLANS ids = 1000
- iii. 802.1 p/q - VLAN Tagging



- iv. 802.3x - Flow Control
- v. Rapid Spanning Tree Protocol (RSTP)(802.1w) or multiple spanning tree protocol

4.2.1.4. Convergence and QoS

- i. 802.1p class of service (CoS) and differentiated services code point (DSCP) field classification
- ii. Eight egress queues per port
- iii. Support for dynamic VLANs and dynamic trunk configuration across

4.2.1.5. Layer 3 Features:

- i. Layer 3 or 4 switching and routing
- ii. Port Mirroring
- iii. L3 and L4 access control filters. L3/L4 packet classification
- iv. VRRP or equivalent for High Availability
- v. OSPF for routed access
- vi. RFC 1723 - RIPv1
- vii. RFC 2453 - RIPv2
- viii. IGMP & IGMP Snooping
- ix. IP Version 6 (IPv6) support in hardware

4.2.1.6. Network security features

- i. Support for mechanisms to improve the network's ability by preventing Per-port broadcast, multicast, and unicast storm control and mac address restriction
- ii. IEEE 802.1x to allow dynamic, port-based security, providing user authentication.
- iii. SSHv2, SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions.
- iv. RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration.
- v. Multilevel security on console access to prevent unauthorized users from altering the switch configuration.

4.2.2. LAN Switch – Total number 2 (As per requirement)

4.2.2.1. General Features

- i. The switch should have 24 10/100 BaseT ports and 2 dual-purpose ports (10/100/1000 or SFP)
- ii. Shall support 1000 Base-SX, LX, LH
- iii. The Switch should be 1U 19" Rack-Mountable

4.2.2.2. Performance

- i. Up to 8.8 Gbps forwarding bandwidth
- ii. The Switch forwarding rate should be minimum of 6.5 Mbps
- iii. Jumbo Frame 9016bytes

4.2.2.3. Resiliency and high availability

- i. Shall support IEEE 802.3ad Link Aggregation Control Protocol (LACP) with up to 8 links (ports) per trunk
- ii. Shall support IEEE 802.1s Multiple Spanning Tree Protocol and provide legacy support for IEEE 802.1d STP and IEEE 802.1w RSTP

4.2.2.4. Layer 2 Features

- i. Shall support Jumbo packets up to 9,016-byte frame size to improve performance of large data transfers
- ii. Shall Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)
- iii. Shall Support up to 64 VLANs and up to 16 spanning-tree instances per switch

4.2.2.5. Network security features

- i. Should support Port Security
- ii. Should support MAC Address Notification or Authentication or equivalent
- iii. Should support SSHV2
- iv. Shall Support Internet Group Management Protocol (IGMP) Snooping
- v. Shall Support Per-Port Broadcast, Multicast, and Unicast Storm Control



4.2.2.6. Convergence and QoS

- i. Shall support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)
- ii. Shall support IEEE 802.1p Traffic prioritization delivering data to devices based on the priority and type of traffic
- iii. Shall Support Four Egress Queues Per Port

4.2.2.7. Management Features

- i. Shall support SNMPv1/v2c/v3
- ii. Shall support command-line interface (CLI) and Web Interface for switch configuration
- iii. Single IP address management for up to 16 switches
- iv. Shall Support Embedded Remote Monitoring (RMON) For enhanced traffic management, monitoring, and analysis, (history, statistics, alarms, and events)

4.2.3. Other networking items:

4.2.3.1. Rack – (As per requirement)

- i. 15U rack for the server rooms for all the ULBs – 1 number
- ii. 6U wall mount rack – 1 number.

4.2.3.2. 24 port Patch panel - Total number 3

4.2.3.3. CAT 5e UTP cable – Average estimate is 1000 meters

4.2.3.4. CAT6 UTP cable – Average estimate is 100 meters

4.2.3.5. Conduit/ Casing for cable - any ISO certified- Average estimate is 500 meters

4.2.3.6. Patch chords 1 meter each – 46 numbers

4.2.3.7. Data I/O box with back box - 46 numbers

4.2.3.8. Other equipments: Connector chords, RJ 45 connectors etc. should be supplied as per the requirements.

4.2.4. General & Installation guideline

4.2.4.1. General guideline for all ULBs:

- i. The core switch, one number of layer 2 managed switch along with 15U rack to be installed at server room and the other layer 2 managed switch is to be installed at any other location as per convenience.
- ii. Server room must have minimum 6 number of ports for connectivity through core switch or as will be directed.
- iii. The cables should be shielded with PVC pipes/cases throughout terminating at I/O box. The other end should be ending at Switch/ patch panel.
- iv. The total number of ports should cover all the departments of the ULB.

4.2.4.2 Installation guideline:

Core Switch – 1 number & layer2 managed switch -1 number	To be installed at Rack of Server room
15U Rack – 1 number	To be installed at Server Room*
24 port Patch Panel – 2 numbers	To be installed in Rack of server room, the connectivity of I/O box to be given from this patch panel ports and an interconnecting cable between switch and patch panel to be there.
Layer2 Managed Switch –1 number	To be installed in 6U rack no. at any other suitable location than server room. In case, other suitable location is not available, then the same needs to be installed at server room along with the 6U rack.
6U Rack (Small)- 1 number	To be installed at any suitable location apart from server room. If any other suitable location is not available, and entire items are required to be installed at server room.
24 port Patch Panel – 1 Number	To be installed in 6U Rack no. 2/ or rack or server room, as per design. The connectivity of I/O box to be given from this



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

	patch panel ports and an interconnecting cable between switch and patch panel to be there.
Between the switches	There should be an interconnecting Cable between the two switches.
I/O boxes	Total 46 I/O boxes to be installed covering all the departments

4.3. Electrical wiring of server room and dedicated earthing for server room

- 4.3.1. 40/50/63A 4pole MCB with suitable enclosure for UPS incoming power
- 4.3.2. 32A DP MCB with suitable enclosure for UPS out going power
- 4.3.3. 1no of 16A, 5 pin socket controlled by 1no of 16A switch with suitable front plate and back box at server room
- 4.3.4. 3nos of 6A, 5 pin socket controlled by 1nos of 16A switch with suitable front plate and back box at server room
- 4.3.5. 6 sets of 1 no. of 6A, 5 pin socket controlled by 1 no. of 6A switch with suitable front plate and back box at server room
- 4.3.6. 1100 v grade 3Runs of 6 sq mm cu flexible cable laying through the suitable pvc conduit for ups incoming and outgoing for connectivity of UPS DB to main line DB – approximately 60 meters will be required
- 4.3.7. 1100 v grade FR cu wire 2Runs of 2.5sq mm for phase and neutral and 1Run of 1.5 sq mm for earth laying through the suitable pvc conduit for ups sockets for servers/ computers/ devices at server room (one circuit should not exceed more than 10 socket out lets) – approximately 80 meters will be required.
- 4.3.8. Providing Copper plate type earthing station for various earthing : electrical equipments and system as per technical specifications, IS: 3043, complete with Excavation work, masonry work, water piping, brick work, CI frame and hinged covers, filling of charcoal, sand and salt and Equipotential bar and test link. Depth of earth pit 3000mm.(incl margin) and the voltage should measure below 2 Volts

4.4 Specifications for UPS

Specifications for 3 KVA On-Line UPS with 01 hour battery back-up

UPS Parameters	Required Technical Specifications
General	3 KVA Double conversion On-Line UPS System with IGBT & DSP based technology
UPS rated Power (VA) / (KW)	3 KVA / 2.1 KW
Input	
Input Voltage	160 - 276 V AC, 1 Phase
Input Power Factor	> 0.98
Input Frequency	45 – 65 Hz
Input Isolation Transformer	The UPS system shall also include an Input Isolation Transformer to provide protection from electrical surges/noise (inherent and generated both) present in the input power supply. The Isolation Transformer shall be provided in a suitable enclosure, shall be Naturally Air-cooled for indoor application with 1:1 Transformation Ratio.
Output	
Output Voltage	220/230/240 V AC, 1 phase, Selectable
Static Regulation	+/- 3% of nominal regulation
Output Power Factor	0.7
Load Crest Factor	3:1



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

Efficiency	> 95% in high efficiency mode; > 86% in normal mode
Battery Type	Inbuilt, Sealed Maintenance Free (SMF) Lead Acid
Battery Rating & Configuration	The system must be capable of providing 60 minutes of battery back-up time with each UPS module (Minimum VAH = 4032 VAH) using SMF batteries Total number of batteries, Voltage of each battery, Ampere-Hour rating of each battery offered should be clearly mentioned.
Bypass Facility	Static & Manual Bypass
Indication	
LCD Panel	The UPS should have a graphical LCD with backlight. It should provide useful information about the UPS itself, load status, events, measurements, and settings. The Event Log should display at least 100 events and alarms on the LCD Panel. Measurements of Load W VA / Load A pf / Output V Hz / Input V Hz / Bypass V Hz / Input Line Events / Battery V min should be available
Communication	
USB Port	HID standard for Win XP/Vista/7
Serial Port	RS 232 with cable
Signal Inputs	(4) programmable signal inputs (signal and signal return) for indicating building alarms or other use
Relay Output	(1) three-pole connector with (1) contact closure
Remote Emergency Power-off	Should be available to shut down the UPS & Load from a distance by thermal relay, in the event of room over temperature. When activated, the UPS should shut down the output and all its power converters immediately.
Load Segmentation	The UPS should have programmable outlets for independently and automatically controlling load segments (by LCD display and software), such that during a power outage, user can keep critical equipment running, while the non critical equipment is turned off, allowing user to save battery power.
Cold Start Feature	Should allow UPS to start on Batteries without utility input.
Auto Re-Start Feature	The UPS should automatically restart if utility returns after the output was shut off due to exhausted batteries, a shutdown input signal, or automatic shutdown command. It should be possible to set the amount of time to delay the restart once utility returns, using "Automatic Start Delay" setting.
Automatic Bypass	UPS should have automatic Transfer to Bypass When Overload condition occurs. It should be possible to configure the setting for a delayed transfer, with the amount of delay determined by the amount of overload.
Environment	



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

Ambient Operating Temperature	0 to 40 deg C
Relative Humidity	5% - 90% RH
Audible Noise	<50dBA
CERTIFICATION	
Quality	ISO 9001, ISO14001, OHSAS 18001
Safety Markings	CE, GS
EMC	IEC/EN 62040-2
RoHS/WEEE	Should be RoHS/WEEE Compliant

4.5. 1.5 Ton Split AC Technical Specifications

General	
Should perform dehumidification, air filtration and cooling	
Compressor with outer unit to be fixed at least 1 foot above the ground level	
5 KVA Voltage stabilizer (ISI Approved)	
Capacity (Ton):	1.5
Compressor:	Rotary/ reciprocating
Cooling:	5000 watt or better
Power Input (Watts):	1700 or lower
Power Supply (Volt/Phase/Hz.):	230 / Single / 50
Running Current (Amps) Cooling	: 8 or lower
Performance	
EER (W/W):	3 or better
Noise Level (Indoor)(db):	Max 30
Star Rating:	5
Operation	
Panel Display:	88 Segment (White)
Remote Control:	Flap LCD
Filter Type	
Anti-Bacteria Filter:	Yes
Triple Filter:	Yes
Virus & Allergy Safe filter:	Yes
Air Swing	
Auto Air Swing (Up-Down):	Auto
Auto Air Swing (Left-Right):	Auto
Other Functions	
Auto Restart:	Yes
Condenser Fin Type	Multi Flow
Dehumidification:	Yes
Off Timer:	Yes
On Timer:	Yes
Sleep mode:	Yes

4.6. Specifications for computer systems:



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

SI. No.	Parameter	Minimum Technical Specification
1	Processor	Intel Core i5 2310 Processor (2.9 Ghz, 6 MB Cache)
2	Motherboard	Intel H61 Chipset OEM Motherboard.
3	Memory	4GB DDR3 1333MHz or higher
4	Memory Expendable	Memory expendable upto Min-8GB,DDR3 -1333MHz or higher with minimum 2 DIMM Slot
5	Hard Disk	500 GB SATA,7200 RPM
6	Monitor	Monitor 18.5" LED TFT or higher from same OEM. TCO 05, Energy Star Certification (Certification should be in the name of Desktop OEM)
7	Ethernet	Ethernet integrated Giga-bit (10/100/1000)
8	Mouse	Two Button USB Optical Scroll Mouse (same OEM make/Brand as system)
9	Key Board	Multimedia USB Key Board (same OEM make/Brand as system)
10	Optical Drive	16x DVD RW
11	Graphics	ATI Radeon HD 5450 DDR3 1GB Graphics Card
12	Audio Controller	ALC 662 (5.1)
13	I/O Port	I/O Port 1 serial (9-PIN); 6(Six) or more USB2.0(atleast 2 in front); 1Ethernet (RJ45);1 VGA Out; 1 Stereo line in / out; 1 Microphone line in; 1 Headphone (Front) , 1 DVI Port,
14	Expansion Slot	1 PCI, 2 x PCIe x1 , 1 PCIe x 16
15	Security	Memory change alert on management console
		Serial USB and Network enabled/ disabled Port Control,
		Power-On Password Set up Password
		Chassis intrusion switch in the cabinet
16	Power	300 Watt minimum Power Supply with Active PFC
17	BAYS	2x 5.25 External, 2x 3.5 External, 2x 3.5 Internal
18	Cabinet	Micro ATX Cabinet
19	OS & Media	Genuine Windows 7 Professional Edition 32/64 bits, with latest service pack preloaded license, OEM Media, in form of DVD /CD containing OS & drivers, recovery media must be provided
20	OS Certification	Windows 7 Professional certification.
21	Management Software	Software to monitor performance of PC, Pre Failure alert for HDD and Memory change alert, Automated Power Management, Asset Management
22	Recovery Software	Data Recovery management suite/software
23	Certification	For OEM: ISO 9001 and 14001. For quoted Model: UL, FCC, Energy Star 5.0, DMI, RHEL, SUSE
24	Warranty	3 (three) years on site comprehensive OEM Warranty
25	Anti Virus Software	Kaspersky/ Quickheal/ Norton/ Mcafee Antivirus with 5 years virus update

5. DOCUMENTS SUBMISSION AND FORMAT

- 5.1. The technical details as required above should be submitted in the main volume as per the technical bid submission format given in section-G.
- 5.2. All other relevant documents supporting the above clauses must be submitted as annexure/ enclosure, properly marked with annexure number/ enclosure number under individual clauses as per the technical bid submission format given in section – G.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

SECTION E – FINANCIAL BID

1. Bid format:

All the items mentioned in Section D under specifications requirement should be quoted in the financial bid. The financial bid should be submitted as per the following format:

Table 1: Consolidated Format

Sr. No.	Details of Items	Unit Price	No. of items/ units	Total Price In Rupees				
Server and other systems								
1	Server system		55					
2	Network Core Switch		55					
3	Other networking items (Break up to be given as per networking items format)		55					
4	Electrical works and Earthing (Break up to be given as per electrical wiring and Earthing format)		55					
5	3 KVA online UPS		55					
6	Computer systems		825					
7	Air conditioning system		55					
8	Support, Maintenance and facilities management for 3 years		55					
SUBTOTAL A								
System Software *								
Sl. No.	Item	No. of server cores proposed	Unit factor for each core	Total unit factor	No. of users per ULB	Total No. of Users for 55 ULBs	Unit Price	Total Price
1	Oracle Database Enterprise Edition, Term – Perpetual, User based license					No of users Proposed per ULB x 55		
2	Oracle Internet Application Server, Enterprise Edition, Term – Perpetual, User based License					No of users Proposed per ULB x 55		
3	Software Upgrade and Annual technical support for Oracle Products for 1 year					Lumpsum		
SUBTOTAL B								
GRAND TOTAL (A+B)								

* For Oracle software items, i.e., Oracle DB and Oracle AS, Bidders are requested to quote as per OEM's licensing matrix, Operating System and Hardware Compatibility Matrix. Documentary



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

evidence must be submitted along with the financial bid. If any deviation is found, the financial bid will be rejected.

Table 2: Networking Items Format:

Sr. No	DATA	MAKE	Unit	Unit Rate	Qty	Amount
1	Supplying, laying of CAT 5e type data cable (Indicative quantity)		Mtrs		1000	
	Labour					
2	Supplying, laying of CAT6 type data cable (Indicative quantity)		Mtrs		100	
	Labour					
3	Supplying and installation of I/O box termination of RJ45 connector including termination of both end of CAT5e cable with RJ45 connector and suitable front plate, back box of I/O box (This cost should exclude cost of CAT5e cable)		No.s		46	
	Labour					
4	Supplying, laying of PVC conduit with accessories viz bends, couplers, junction boxes etc. - 25mm dia pvc pipe/ Other PVC Casing		Mtr.		500	
	Labour					
5	Supplying Patch chord with both end termination of RJ45 connector - 1 mtr. Length		No.s		46	
	Supply connector chord between switch and patch panel		No.s		46	
	Labour					
6	10/100 base T/ TX 24 Port rack mountable managed Switch		No.s		2	
	Labour					
7	24 port patch panel		No.s		3	
	Labour					
8	15U Wall Mount Rack		No.s		1	
	6U Wall Mount Rack		No.s		1	
	Labour					
Schedule 1:				Total material supply cost		
Schedule 2:				Total Labour cost		
TOTAL						

* Payment will be made as per the actual supply.

Table 3 : Electrical Wiring and Earthing Format:

S.NO	DESCRIPTION	MAKE	UNIT	QTY	RATE	AMOUNT
1	Supplying, fixing , connecting and commissioning 40/50/63A 4pole MCB with suitable enclosure for UPS incoming power	Havells/MD S/ Legrand	No	1		
	Fixing		No	1		



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

2	Supplying, fixing, connecting and commissioning of 32A DP MCB with suitable enclosure for UPS out going power	Havells/ MDS/ Legrand	No	1		
	Fixing		No	1		
3	Supplying, laying, connecting and commissioning of 1100 v grade FR cu wire 2Runs of 2.5sq mm for phase and neutral and 1Run of 1.5 sq mm for earth laying through the suitable pvc conduit for ups sockets for computers (one circuit should not exceed more than 12 socket out lets)	Havells/ FINOLEX	MTR	60		
	Laying		MTR			
4	Supplying, fixing, connecting and commissioning of 1no of 16A, 5 pin socket controlled by 1no of 16A switch with suitable front plate and back box	Havells/Finol ex/ ANCHOR-	No	1		
	Laying		No	1		
5	Supplying, fixing, connecting and commissioning of 3nos of 6A, 5 pin socket controlled by 1nos of 16A switch with suitable front plate and back box	Havells/Finol ex/ ANCHOR-	No	1		
	Fixing		No			
7	Supplying, fixing, connecting and commissioning of 1no of 6A, 5 pin socket controlled by 1no of 6A switch with suitable front plate and back box	Havells/Finol ex/ ANCHOR-	No	6		
	Fixing		No	6		
8	Supplying, laying, connecting and commissioning of 1100 v grade 3Runs of 10 sq mm cu flexible cable laying through the suitable pvc conduit for ups incoming and out going for connectivity of UPS DB to main line DB	Havells/Finol ex/ ANCHOR-	MTR	80		
	Laying		MTR			
9	Providing Copper plate type earthing station for various Electrical equipments and system as per technical specifications, IS: 3043, complete with Excavation work, masonry work, water piping, brick work, CI frame and hinged covers, filling of charcoal, sand and salt and Equipotential bar and test link. Depth of earth pit 3000mm.(incl margin) and the voltage should measure below 0.5 Volts	Standard ISI marked materials	LS	1		
GRAND TOTAL						

*Payment will be made as per the actual supply.

The financial bid should be inclusive of all the taxes, duties, levies, cost of freight, delivery, installation and all other incidental costs.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

2. The grand total of the Bid should be written both in figures and words. If the amount in figures differ from amount in words, the amount in words shall prevail. Such amount in words would be considered for acceptance and will be binding upon the bidder. If the grand total does not tally with the sum total of the individual items / sub items, the sum total shall be considered for acceptance and binding upon the bidder who shall make necessary price adjustments as indicated in clause 8-(i) of Section F.

3. **Validity of Offer**
The proposals shall remain valid for a period of **180 days** after the scheduled date for submission of the 'Proposal' for acceptance. In exceptional circumstances, CMU may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.



SECTION F – BID EVALUATION PROCESS AND OFFER OF CONTRACT

1. OPENING OF BID

After submission of bids, all bids submitted will be opened in presence of the Evaluation Committee of CMU. Any attempt by a bidder to influence CMU in the examination, evaluation, comparison or generally in connection with bid evaluation process or contract award decisions may result in the rejection of its bid.

2. CLARIFICATION OF BIDS

To assist in the examination, evaluation, comparison and post-qualification of the bids, CMU may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by CMU shall not be considered. CMU's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought during bid evaluation process, offered, or permitted, except to confirm the correction of arithmetic errors discovered by CMU in the evaluation of the bids in accordance with clause 4 of this Section.

3. RESPONSIVENESS OF BIDS

CMU's determination of the responsiveness of a bid is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Tender Documents. A material deviation, reservation, or omission is one that:

- a) affects in any substantial way the nature, scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- b) limits in any substantial way, or is inconsistent with the Tender Documents, CMU 's rights or the bidder's obligations under the Contract; or
- c) leads to a conflict with any provision contained in the Tender Documents; or
- d) if rectified after opening of the Financial and revised Financial Bid (if called for) would unfairly affect the competitive position of other bidders presenting substantially responsive bids or revised bids as the case may be;

If a bid is not substantially responsive to the Tender Documents, it will be liable to be rejected by CMU and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

4. NON-CONFORMITIES, ERRORS, AND OMISSIONS

If a bid is substantially responsive, CMU may waive any non-conformity or omission in the bid that does not constitute a material deviation. Provided that a bid is substantially responsive, CMU may request that the bidder submit the necessary information or documentation, within 7 days, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the Financial Bid of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid. Provided that a bid is substantially responsive, CMU may rectify nonmaterial nonconformities or omissions. To this effect, the Financial Bid shall be adjusted during evaluation of Financial Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. Provided that the bid is substantially responsive, CMU will correct arithmetical errors during evaluation of financial bids on the following basis:

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of CMU there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and



- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Earnest Money Deposit may be forfeited.

5. EVALUATION PROCESS

- 5.1 A single stage three-envelope bidding procedure will be used for the evaluation.
 5.2 Under this process, firstly the **Qualification Bids** will be opened and examined. If all the criteria, as mentioned in Section C are fulfilled, then the bidder will be eligible for opening of its Technical Bid.
 5.3 Subsequently, the **Technical Bids** of the qualified or eligible bidders will be opened and evaluated prior to opening and evaluating the Financial Bid. Technical Bids of the bidders not found qualified or eligible at the qualification stage will not be opened or considered for technical qualification.
 5.4 Lastly, the **Financial Bids** of the technically qualified bidders will be opened and evaluated. The bids of those who do not qualify after evaluation of technical bid will only be returned after award of contract to the successful bidder.

6. COMPLIANCE OF ELIGIBILITY CRITERIA AS PER SECTION C

The Evaluation Committee of CMU will decide whether the bidder's response satisfies the stated eligibility criteria specified in the ToR under Section C. Any shortcoming (including additions, omissions and variations) will be recorded. If a bid is not meeting the eligibility criteria, it may be rejected and will not be allowed to be cured by any correction, amendment or supplementation.

7. EXAMINATION OF SHORT LISTED TECHNICAL BIDS AS PER SECTION D

- 7.1 After completion of prefatory scrutiny / general evaluation of the Qualification Bids, the Technical Bids of only the eligible proposals will be opened by the Evaluation Committee for technical evaluation. After opening the Technical Bid of the bidder, the Evaluation Committee will note down the shortcomings and deviations (including additions, omissions and variations), and all other issues that may be identified.
 7.2 At this stage, the Evaluation Committee may agree on:
 a) any clarification that should be requested from qualified bidders
 b) examination of the technical proposals for completeness and clarifications, if any, shall be sought for from the respective bidders in case the same is considered essential.
 7.3 Bidders may be provided the opportunity to revise their technical proposals to meet the functional requirements of CMU. In case where the financial proposal is impacted by changes in the technical proposals, the bidders will be given an opportunity to make the necessary adjustments and submit within 1 (one) week from notification, prior to opening of the Financial Bids, revised proposals as a supplement to the original submission. The revised technical and financial proposals must be consistent. The proposal for revised bids will be applicable to all bidders short listed for Technical Bid evaluation.
 7.4 Technical evaluation criteria, sub criteria and point system for the evaluation of Technical Bids are:

Sl. No.	Criteria (All Mandatory)	Point System	Total Points
1.	Completeness of the Overall Solution	<ul style="list-style-type: none"> o Overall understanding of technical requirements through technical presentation: 5 o Submission of all documents as per guidelines given in section G – general guidelines and submission of all formats as per section G: 10 (For each omission, 1 point will be deducted) 	15
2.	Bidder turnover, manpower & track record	<ul style="list-style-type: none"> o Turnover of the bidder: 2 to maximum 10 <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>> 50Cr but <= 100Cr = 2 >100Cr but <=150Cr = 4 >150 Cr but <= 200 Cr = 6 >200Cr but <=250Cr = 8 >250Cr --10</p> </div>	35



		<ul style="list-style-type: none"> ○ Experience of similar projects in last 5 financial years (the cumulative order value of best five projects will be considered): 2 to maximum 10 <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>> 5Cr but <= 10 Cr = 2 >10Cr but <= 15Cr = 4 >15 Cr but <=20 Cr = 6 >20Cr but <=25Cr = 8 >25Cr --10</p> </div> ○ Total technical manpower strength of the company in its own payroll : 0 to maximum 10 <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>> 250 manpower = 10 201 to 250 manpower = 8 151 to 200 manpower = 6 101 to 150 manpower = 4 51 to 100 manpower = 2 Less than 50 manpower = 0</p> </div> ○ Total no. of point of presence throughout the West Bengal : 0 to maximum 5 <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>For 10 locations or above = 5 For 9 locations =4.5 For 8 locations = 4 For 7 locations = 3.5 For 6 locations = 3 For 5 locations = 2.5 For 4 locations = 2 For 3 locations = 1.5 For 2 locations = 1 For 1 location = 0.5</p> </div> 	
3.	Implementation plan and others	<ul style="list-style-type: none"> ○ Implementation Methodology, Methodology of Configuration Management and Deployment: 2 ○ Project Management and Quality Control : 2 ○ Project Plan and Time Schedule : 2 ○ Customer Support Plan and issue resolution process including communication plan : 2 ○ Training: 1 ○ Acceptance test plan : 1 	10
4.	Warranty, Maintenance, Support, service level and helpdesk & deployment of resources	<ul style="list-style-type: none"> ○ Service Level Agreement : 4 ○ Compliance with Warranty Requirements : 3 ○ Warranty certificate owning responsibility of all items : 2 ○ Deployment of resident engineer : 1 	10
5.	Compliance to Server, UPS, Networking, other hardware and software specifications	<ul style="list-style-type: none"> ○ Match all Specifications for servers (section D – Part B – Clause 4.1): 15 (If not matching, score will be 0) ○ Match all Specifications of Core switch, other networking 	30



		<p>items, A/C and electrical items as per technical bid requirements (section D – Part B – Clause 4.2, 4.3, 4.4 and 4.5): 6 (For networking items:4, A/C:1, Electrical components:1, If not matching, score will be 0)</p> <ul style="list-style-type: none"> ○ Match all Specifications of Computer Systems as per technical bid requirements (section D – Part B – Clause 4.6): 5 (If not matching, score will be 0) ○ Match all Specifications for Oracle items: 3 (If not matching, score will be 0) ○ Sufficient stock of spares is ensured as per requirement: 1 	
Total			100

Minimum technical score required for qualifying for opening the Financial Bid is 70 points. The Financial Bids for bidders whose technical score is less than 70 points will not be opened.

8. EXAMINATION OF FINANCIAL BIDS AS PER SECTION E :

- 8.1 CMU will determine whether the Financial Bids are complete, i.e. whether the Bidder has included all components as per the Tender Document. If not, CMU may reject the bid as non-responsive. However, for minor deviations or errors, CMU may, at its discretion, ask the bidder to clarify the position and to make necessary price adjustments of different components or subcomponents keeping the Grand Total of the Financial Bid unaltered and unchanged, within 3 (three) days, in order to make the Financial Bid inclusive of all components as detailed in the Tender Documents. In such case, the adjusted price, with the Financial Bid Grand Total amount remaining the same / unaltered, will be considered.
- 8.2 The Financial Bids must contain clear and to the point responses to every item. Financial Bids shall be compared for the complete scope of work as per the price proposal schedule, inclusive of all taxes and duties. The price schedule shall also have the indicative price break-ups.

9. OVERALL EVALUATION:

- 9.1 The bidder bidding the lowest price bid would be declared as “L-1”, the 2nd lowest price bid would be marked as “L-2” and 3rd lowest price bid would be marked as “L-3” and so on and they would be ranked accordingly. The lowest bidder, i.e. the L-1 would be selected for acceptance, subject to clauses 10 and 11 below.
- 9.2 CMU, at its discretion, may conduct a post-bid scrutiny of the bids, and the outcome of such scrutiny shall be valid and binding on all bidders.
- 9.3 In case CMU opts to conduct a post-bid scrutiny of the bids, it may defer the acceptance of any bid and the declaration of the results of the tender, until the time such scrutiny is completed.

10. CMU’S RIGHT TO ACCEPT ANY BID, TO REJECT ANY OR ALL BIDS

CMU reserves the right to accept or reject any bid, and to cancel or postpone the entire bidding process and reject all bids at any time prior to awarding the contract, without thereby incurring any liability to the bidders and without assigning any reason.

11. NEGOTIATION WITH L-1 BIDDER:

There may be a further negotiation with the L-1 bidder at the discretion of the Evaluation Committee or CMU, to secure further lower price. The finally negotiated price will be treated as the bid price and will be binding upon the bidder.

12. AWARD OF CONTRACT:

- 12.1 The contract will be awarded to the bidder who will be selected as L-1, in terms of clause 9 above, subject to clause 10 and 11 above, provided that the bidder has remained qualified to perform the



- contract satisfactorily.
- 12.2 A bid shall be rejected if the qualification criteria as specified in Section C are no longer met by the bidder whose offer has been determined to be the lowest evaluated bid. In this event CMU shall proceed to the next lowest evaluated bid to make a similar reassessment of that bidder's capabilities to perform satisfactorily.
- 12.3 In case there is a tie between two or more bidders, the bidder with the highest score in the evaluation of Technical Bids shall be awarded the contract.
- 12.4 Letter of Intent (LoI) will be issued to the successful bidder after completion of evaluation subject to compliance of General Conditions of Contract and complying with all requirements under the Tender Documents.
13. **PAYMENT SCHEDULE**
- 13.1. **For supply, installation and commissioning of different items and materials (Partial and phased payment will be made, if required):**
- a) 25% of the total Work Price will be paid as advance on signing the contract.
 - b) 50% of the total Work Price will be paid after delivery of all Goods as per the Contract.
 - c) 25% of the total Work Price will be paid after successful installation and commissioning of all the Goods.
- 13.2. **For support, maintenance and facilities management cost for 3 years:**
On equated quarterly basis at the end of each quarter for satisfactory services rendered.
13. **CMU'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**
At the time the contract is awarded, the CMU reserves the right to increase or decrease the quantity of Goods and Related Services specified in Section D (Technical Bid Requirements) provided such revision does not exceed 20% of the Goods specified in Section D and without any change in the unit prices or other terms and conditions of the bid and the Tender Documents.



SECTION G – GENERAL GUIDELINES

General Guidelines: Format and procedure for submitting the bid:

The bid should contain forwarding letter and 3 separate envelopes as follows:

1) Envelop 1- Qualification Bid (Eligibility Claim):

This bid must contain all the criteria and eligibility as mentioned in section C. Also the letters of association, MoU of Consortium, OEM authorization specific for this project and other relevant documents must be submitted along with this bid. This should contain following chapters:

- o **Index: The Index must contain all the details of the Qualification Bid as per following:**

Sr. No.	Item	Page No.
1	Chapter 1: General Compliance Schedule	
2	Chapter 2: Compliance Schedule as per the eligibility criteria	
3	Chapter 3: Detailed information about the firm	
4	Chapter 4: Consortium, OEM partnership details, authorization requirements etc.	

- o **Chapter Wise details must be given as per following:**

➤ **Chapter 1:**

General Compliance Schedule to be submitted as per following:

Sl. No.	Item	Bidder's Confirmation	Deviation (if any)
1	Agrees with General Terms, Conditions and scope of Work	Agreed/Not agreed	
2	All Items have been Quoted.	Agreed/Not agreed	
3	Bank Guarantee/ Contract performance guarantee	Agreed/Not agreed	
4	Payment Terms & Price Validity	Agreed/Not agreed	
5	Time frame for delivery	Agreed/Not agreed	
6	Infrastructure at non KMA is meeting up the requirement (for Installation and attendance of Support calls)	Yes/No	
8	Warranty, maintenance & support clause	Agreed/Not agreed	
9	Deposited the earnest money of Rs.5,00,000/-	Deposited/ Not deposited	
10	The Qualification Bid and Technical Bid is submitted in 2 hard copies and 1 CD media (Acrobat/MS Word) and the financial Bid is submitted in 1 hard copy and 1 CD media (Acrobat/ MS Word).	Deposited/ Not deposited	
11	Submitted Annexure I	Submitted/ Not Submitted	
12	Submitted Annexure IIA, IIB	Submitted/ Not Submitted	
13	Submitted Annexure III	Submitted/ Not Submitted	
14	Submitted Annexure IV	Submitted/ Not Submitted	
15	Submitted Annexure V	Submitted/ Not	



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

		Submitted	
16	Submitted Annexure VI	Submitted/ Not Submitted	
17	Submitted Annexure IX	Submitted/ Not Submitted	
17	Submitted Annexure X	Submitted/ Not Submitted	

➤ **Chapter 2:**

Compliance Schedule as per the eligibility criteria to be submitted as per following:

Sl. No.	Item	Bidder's Confirmation	Deviation (if any)	Chapter no.	Page No.
1	The Bidder is a Registered Firm under The Companies Act of India.	Yes/ No		Chapter 3	
2	The Bidder is in operation in the Information Technology industry for 5 (Five) consecutive years in India.	Yes/ No		Chapter 3	
3	The firm/company handled at least One (1) similar project in India with an order value of Rs. 5 Crore.	Yes/ No		Chapter 3	
4	The bidder handled at least 1 support project for providing Helpdesk support and facility management services.	Yes/ No		Chapter 3	
5	The bidder is having an average turnover of Rupees Fifty Crore (Rs. 50 Crore) in IT services in the last 3 financial years as revealed by audited accounts.	Yes/ No		Chapter 3	
6	The bidder has its own office within Kolkata along with sufficient service centers in non KMA	Yes/ No		Chapter 3	
7	Submitted ISO 9001: 2008 - latest Quality Standards	Yes/ No		Chapter 3	
8	Submitted the company registration certificate	Yes/ No		Chapter 3	
9	Submitted the valid sales tax/VAT registration certificate	Yes/ No		Chapter 3	
10	Submitted the Valid service tax registration certificate	Yes/ No		Chapter 3	
11	Submitted Valid Trade License	Yes/ No		Chapter 3	
12	Submitted the Latest Income Tax clearance	Yes/ No		Chapter 3	
13	In case of consortium, all the consortium requirements are fulfilled and valid consortium agreement has been submitted	Yes/ No/ Not Applicable		Chapter no.4	
14	The bidder(s) have direct authorization from the Original Equipment Manufacturer (OEM) for selling and supporting all the components offered. Also all the OEM partnership requirements are fulfilled and the certificate has been submitted.	Yes/ No		Chapter no.4	
16	Authorization requirement			Chapter no.4	
	a) Authorization requirements met up				
	b) Bidder submitted the necessary documents				



	to meet authorization requirements.				
	c) Certificates as per annexure I, IIA, IIB, III, IV, V, VI, IX, X submitted				
17	Bidder's capacity and stability			Chapter no.4	
	a) Bidder's technical, financial and production capacity has been submitted as per requirement				
	b) Bidder's project management capacity has been submitted				
	c) Declaration from the bidder has been submitted that the bidder and in case of a consortium all the consortium partners was stable and did not have undergone any significant management change in the last 12 months before the bid date				

- **Chapter3:** This chapter should have the detailed background of the firm and relevant information of serial no. 1 to 14 of the above table.
- **Chapter 4:** If the bid is submitted in a consortium, the background of all the firms needed to be specified. Also, the consortium details need to be specified. Also this chapter should describe the details of OEM partnership, authorization requirements, bidders capacity and stability as mentioned in section C in this ToR.

2) Envelop 2- Technical Bid:

This Bid must contain and fulfill all criteria mentioned in Section D. This document must be submitted as per following:

- **Index: The Index must contain all the details of the technical bid as per following:**

Sr. No.	Item	Page No.
1	Chapter 1: General compliance schedule	
2	Chapter 2: Technical Requirements	
5	Chapter 3: Bidder's track record	
6	Chapter 4: Manpower	
7	Chapter 5: implementation plan, timeframe and acceptance test plan, training details and declaration of terms of ownership	
10	Chapter 6: Warranty, Maintenance, support, service level and help desk	
11	Chapter 7: Specification details	
12	Chapter 8: Annexure under chapter 1 to 6	
13	Chapter 9: Annexure under chapter 7	

- **Chapter Wise details must be given as per following:**

➤ **Chapter 1:**

General Compliance Schedule must be submitted as per following:

Sl. No.	Item	Bidder's Confirmation	Deviation (if any)	Page no.	Annexure no. (if any)
1.	Technical requirements : Chapter 2				
a)	Executive summary				
b)	Detailed technical requirements and understanding is provided				
c)	All items submitted as per specification and requirement mentioned along with				



	details (detailed reference is in Chapter 7)				
d)	Sufficient stock of spares is ensured as per requirement				
2.	Bidder's track record : Chapter 3				
a)	Total no. of similar projects in India within last five years with cumulative value				
b)	Bidder's track record in last five years is given in the specified format as per table 2				
3.	Manpower : Chapter 4				
a)	Total no. of manpower in the organization				
b)	No. of manpower to be engaged for this project				
c)	Details of the manpower to be engaged for this project are submitted as per table 3.				
d)	Detailed resume of the manpower are submitted as per table 4.				
4.	Implementation plan : Chapter 5				
a)	Project implementation plan, project management methodology & quality control is submitted as per requirement				
b)	Communication plan is submitted as per requirement				
7.	Timeframe : Chapter 5				
a)	Timeframe required for delivery of items				
b)	Timeframe chart is submitted				
8.	Acceptance test plan: Chapter 5				
	Acceptance test plan is submitted as per requirement				
9.	Training: Chapter 5				
	Training requirement is met up, details submitted				
10.	Terms of ownership and license: Chapter 5				
	Declaration of Terms of ownership/license is submitted on company letter head as per requirement				
11.	Warranty, Maintenance, support, service level and help desk : Chapter 6				
a)	Warranty and support requirements submitted as per requirement				
b)	Bidders warranty certificate submitted				
c)	Service level requirement is met up and details submitted as per requirement				
d)	Support infrastructure requirement is met up and submitted as per				



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

	requirement				
e)	Help desk and deployment of resident engineer requirement is met up, details submitted				
12.	Specification details – chapter 7				

- **Chapter 2:** This chapter must contain the detailed understanding of all the points under technical requirement as per clause 1 of Part A of Section D in this ToR.
- **Chapter 3:** This chapter must contain the bidder track record as per clause 2 of Part A of Section D in this ToR.
- **Chapter 4:** This chapter must contain the manpower details as required in clause 3 of Part A of Section D in this ToR.
- **Chapter 5:** This chapter must contain the implementation plan, timeframe and acceptance test plan and training details and declaration of terms of ownership as per clause 4, 5, 6, 7 & 8 of Part A of Section D in this ToR.
- **Chapter 6:** This chapter must contain the detailed understanding of warranty, maintenance and support requirements as per clause 9 of Part A of Section D in this ToR and the warranty certificate of the Bidder.
- **Chapter 7:** This chapter must contain the detailed compliance of specification requirements for all items as mentioned in part-B of section D in this ToR. Following sub-chapters must be provided:

❖ **Sub Chapter 7.1:**

Compliance of bids for all the items must be submitted as per following:

Sr. No.	Item	Item quoted (Yes/No)	Make, model no., OEM name & version no., Wherever applicable	Specification compliance in page no., wherever applicable	Supporting document/ white paper in annexure no.
1	Server system				
2	Network Core Switch				
3	Other networking items (Break up to be given as per networking items format)				
4	Electrical works and earthing (Break up to be given as per electrical wiring and earthing format)				
5	3 KVA UPS online UPS				
6	Computer Systems				
7	Air conditioning system				
8	Support, Maintenance and facilities management for 3 years				
9	Oracle Database – Enterprise Edition, Term Perpetual				
10	Oracle Internet Application Server, Enterprise Edition, Term - Perpetual				
11	Software Upgrade and Annual Technical Support for Oracle Products for 1 year				

❖ **Sub Chapter 7.2:**

Compliance of tmpC & JOPS for all the items must be submitted as per following:



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

Sr. No.	Item	Make and model number.	tmpC	JOPS	Supporting document in annexure no.
1	Server Systems				

❖ **Sub-chapter 7.3:**

Detailed specification of all the items to be given in this sub chapter as mentioned in Part B under section D of this ToR, in accordance with sub-chapter 7.1 above and as per the following compliance schedule:

7.3.1. Server compliance schedule:

Sr. No.	Bid requirement	Compliance
1	Required tmpC and JOPS benchmarks:	
	i. System should be configured for 125000 of TPM and scalable to 250000 TPM within the box	
	ii. System should be configured for 700 JOPS and scalable to 1400 JOPS within the box	
2	Processor:	
	i. 64 bit RISC/EPIC	
	ii. Multicore CPU only with minimum 4 processor cores populated/activated matching the rated tmpC and JOPS	
	iii. Single or two processor sockets only.	
	iv. With the latest generation processors for the proposed model	
3	Memory	
	i. DDR-III or above	
	ii. System should have minimum 32 GB RAM	
4	I/O: Minimum 5 PCI-e slots	
5	Hard Disk: 1 TB internal storage with 10k Hot Plug HDD SAS/SCSI/FC Type in RAID5	
6	Networking: Standard 4 nos of 1 Gigabit Ethernet Adapters for connectivity to network backbone	
7	Media drives: DVD Drive from same OEM as server	
8	Redundant Power supply & cooling fans	
9	Dedicated Management processor for system management functionality on every Server.	
10	Form Factor:	
	Tower or rack or Blade	
	In case rack mount or bladed, necessary rack & accessories to be provided	
11	System should support virtual partitions. All required licenses to be bundled	
12	All the servers at the ULB should have a LTO5 drive for data backup with suitable software for online data backup	
13	17" TFT colour monitor or higher with the make from the same OEM as server	
14	Keyboard and mouse with the make from the same OEM as server	
15	All Servers should be 100% scalable for processor cores, Memory & HDD	
16	OS Support: Certified with RHEL Server OS or Unix server OS	
17	OS preloaded: RHEL Advanced Server 4 Update 4 or Unix Server OS	

7.3.2. Network core switch compliance schedule:



Sr. No.	Bid requirement	Compliance
	General Features	
	i. The switch should have minimum 24 numbers 10/100/1000 Fast Ethernet full duplex Ports with 4 numbers of SFP-based Gigabit Ethernet port/slot	
	ii. The switch should be upgradable with 10G in future with additional Module	
	iii. The switch should be Layer-3 managed switch.	
	iv. Some ULB is already having layer2 managed switches installed, so this core switch should be capable of performing as master in the network.	
1	v. Should be rack mountable.	
	Performance	
	i. The Switching fabric should be minimum of 160Gbps	
	ii. The Switch forwarding rate should be minimum of 65 Mpps	
2	iii. Configurable up to 3000 MAC addresses	
	Layer 2 Features:	
	i. 802.1Q, Centralized VLAN management	
	ii. No of VLANS ids = 1000	
	iii. 802.1 p/q - VLAN Tagging	
	iv. 802.3x - Flow Control	
3	v. Rapid Spanning Tree Protocol (RSTP)(802.1w) or multiple spanning tree protocol	
	Convergence and QoS	
	i. 802.1p class of service (CoS) and differentiated services code point (DSCP) field classification	
	ii. Eight egress queues per port	
4	iii. Support for dynamic VLANs and dynamic trunk configuration across	
	Layer 3 Features:	
	i. Layer 3 or 4 switching and routing	
	ii. Port Mirroring	
	iii. L3 and L4 access control filters. L3/L4 packet classification	
	iv. VRRP or equivalent for High Availability	
	v. OSPF for routed access	
	vi. RFC 1723 - RIPv1	
	vii. RFC 2453 - RIPv2	
	viii. IGMP & IGMP Snooping	
5	ix. IP Version 6 (IPv6) support in hardware	
	Network security features	
	i. Support for mechanisms to improve the network's ability by preventing Per-port broadcast, multicast, and unicast storm control and mac address restriction	
	ii. IEEE 802.1x to allow dynamic, port-based security, providing user authentication.	
	iii. SSHv2, SNMPv3 to provide network security by encrypting administrator traffic during Telnet and SNMP sessions.	
	iv. RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration.	
6	v. Multilevel security on console access to prevent unauthorized users from altering the switch configuration.	

7.3.3. LAN switch compliance schedule:

Sr. No.	Bid requirement	Compliance
---------	-----------------	------------



1	General Features	
	i. The switch should have 24 10/100 BaseT ports and 2 dual-purpose ports (10/100/1000 or SFP)	
	ii. Shall support 1000 Base-SX, LX,LH	
2	iii. The Switch should be 1U 19" Rack-Mountable	
	Performance	
	i. Up to 8.8 Gbps forwarding bandwidth	
3	ii. The Switch forwarding rate should be minimum of 6.5 Mpps	
	iii. Jumbo Frame 9016 bytes	
	Resiliency and high availability	
4	i. Shall support IEEE 802.3ad Link Aggregation Control Protocol (LACP) with up to 8 links (ports) per trunk	
	ii. Shall support IEEE 802.1s Multiple Spanning Tree Protocol and provide legacy support for IEEE 802.1d STP and IEEE 802.1w RSTP	
	Layer 2 Features	
5	i. Shall support Jumbo packets up to 9,016-byte frame size to improve performance of large data transfers	
	ii. Shall Support IEEE 802.1s/w Rapid Spanning Tree Protocol (RSTP) and Multiple Spanning Tree Protocol (MSTP)	
	iii. Shall Support up to 64 VLANs and up to 16 spanning-tree instances per switch	
6	Network security features	
	i. Should support Port Security	
	ii. Should support MAC Address Notification or authentication or equivalent	
	iii. Should support SSHV2	
	iv. Shall Support Internet Group Management Protocol (IGMP) Snooping	
7	v. Shall Support Per-Port Broadcast, Multicast, and Unicast Storm Control	
	Convergence and QoS	
	i. Shall support IEEE 802.1AB Link Layer Discovery Protocol (LLDP)	
	ii. Shall support IEEE 802.1p Traffic prioritization delivering data to devices based on the priority and type of traffic	
8	iii. Shall Support Four Egress Queues Per Port	
	Management Features	
	i. Shall support SNMPv1/v2c/v3	
	ii. Shall support command-line interface (CLI) and Web Interface for switch configuration	
9	iii. Single IP address management for up to 16 switches	
	iv. Shall Support Embedded Remote Monitoring (RMON) For enhanced traffic management, monitoring, and analysis, (history, statistics, alarms, and events)	

7.3.4. UPS compliance schedule:

Sr. No.	Bid requirement	Compliance
---------	-----------------	------------



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

1	General	3 KVA Double conversion On-Line UPS System with IGBT & DSP based technology	
2	UPS rated Power (VA) / (KW)	3 KVA / 2.1 KW	
3	Input		
4	Input Voltage	160 - 276 V AC, 1 Phase	
5	Input Power Factor	> 0.98	
6	Input Frequency	45 – 65 Hz	
7	Input Isolation Transformer	The UPS system shall also include an Input Isolation Transformer to provide protection from electrical surges/noise (inherent and generated both) present in the input power supply. The Isolation Transformer shall be provided in a suitable enclosure, shall be Naturally Air-cooled for indoor application with 1:1 Transformation Ratio.	
8	Output		
9	Output Voltage	220/230/240 V AC, 1 phase, Selectable	
10	Static Regulation	+/- 3% of nominal regulation	
11	Output Power Factor	0.7	
12	Load Crest Factor	3:01	
13	Efficiency	> 95% in high efficiency mode; > 86% in normal mode	
14	Battery Type	Inbuilt, Sealed Maintenance Free (SMF) Lead Acid	
15	Battery Rating & Configuration	The system must be capable of providing 60 minutes of battery back-up time with each UPS module (Minimum VAH = 4032 VAH) using SMF batteries	
16		Total number of batteries, Voltage of each battery, Ampere-Hour rating of each battery offered should be clearly mentioned.	
17	Bypass Facility	Static & Manual Bypass	
18	Indication - LCD Panel	The UPS should have a graphical LCD with backlight. It should provide useful information about the UPS itself, load status, events, measurements, and settings. The Event Log should display at least 100 events and alarms on the LCD Panel. Measurements of Load W VA / Load A pf / Output V Hz / Input V Hz / Bypass V Hz / Input Line Events / Battery V min should be available	
	Communication		
	USB Port	HID standard for Win XP/Vista/7	
19	Serial Port	RS 232 with cable	
20	Signal Inputs	(4) programmable signal inputs (signal and signal return) for indicating building alarms or other use	
21	Relay Output	(1) three-pole connector with (1) contact closure	



22	Remote Emergency Power-off	Should be available to shut down the UPS & Load from a distance by thermal relay, in the event of room over temperature. When activated, the UPS should shut down the output and all its power converters immediately.	
24	Load Segmentation	The UPS should have programmable outlets for independently and automatically controlling load segments (by LCD display and software), such that during a power outage, user can keep critical equipment running, while the non critical equipment is turned off, allowing user to save battery power.	
25	Cold Start Feature	Should allow UPS to start on Batteries without utility input.	
26	Auto Re-Start Feature	The UPS should automatically restart if utility returns after the output was shut off due to exhausted batteries, a shutdown input signal, or automatic shutdown command. It should be possible to set the amount of time to delay the restart once utility returns, using "Automatic Start Delay" setting.	
27	Automatic Bypass	UPS should have automatic Transfer to Bypass When Overload condition occurs. It should be possible to configure the setting for a delayed transfer, with the amount of delay determined by the amount of overload.	
28	Environment		
	Ambient Operating Temperature	0 to 40 deg C	
	Relative Humidity	5% - 90% RH	
	Audible Noise	<50dBA	
29	CERTIFICATION		
	Quality	ISO 9001, ISO14001, OHSAS 18001	
	Safety Markings	CE, GS	
	EMC	IEC/EN 62040-2	
	RoHS/WEEE	Should be RoHS/WEEE Compliant	

7.3.5. A/C compliance schedule:

Sr. No.	Bid requirement	Compliance
1	Should perform dehumidification, air filtration and cooling	
2	Compressor with outer unit to be fixed at least 1 foot above the ground level	
3	5 KVA Voltage stabilizer (ISI Approved)	
4	Capacity (Ton):	1.5



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

5	Compressor:	Rotary/ reciprocating	
6	Cooling:	5000 watt or better	
7	Power Input (Watts):	1700 or lower	
8	Power Supply (Volt/Phase/Hz.):	230 / Single / 50	
9	Running Current (Amps) Cooling	: 8 or lower	
10	Performance		
11	EER (W/W):	3 or better	
12	Noise Level (Indoor)(db):	Max 30	
13	Star Rating:	5	
14	Operation		
15	Panel Display:	88 Segment (White)	
16	Remote Control:	Flap LCD	
17	Filter Type		
18	Anti-Bacteria Filter:	Yes	
19	Triple Filter:	Yes	
20	Virus & Allergy Safe filter:	Yes	
21	Air Swing	Air Swing	
22	Auto Air Swing (Up-Down):	Auto	
23	Auto Air Swing (Left-Right):	Auto	
24	Other Functions		
25	Auto Restart:	Yes	
26	Condenser Fin Type	Multi Flow	
27	Dehumidification:	Yes	
28	Off Timer:	Yes	
29	On Timer:	Yes	
30	Sleep mode:	Yes	

7.3.6. Computer Systems compliance schedule:

Sl. No.	Bid requirement		Compliance
	Parameter	Minimum Technical Specification	
1	Processor	Intel Core i5 2310 Processor (2.9 Ghz, 6 MB Cache)	
2	Motherboard	Intel H61 Chipset OEM Motherboard.	
3	Memory	4GB DDR3 1333MHz or higher	
4	Memory Expendable	Memory expendable upto Min-8GB,DDR3 -1333MHz or higher with minium 2 DIMM Slot	
5	Hard Disk	500 GB SATA,7200 RPM	
6	Monitor	Monitor 18.5" LED TFT or higher from same OEM. TCO 05, Energy Star Certification (Certification should be in the name of Desktop OEM)	
7	Ethernet	Ethernet integrated Giga-bit (10/100/1000)	
8	Mouse	Two Button USB Optical Scrool Mouse (same OEM make/Brand as system)	
9	Key Board	Multimedia USB Key Board (same OEM make/Brand as	



		system)	
10	Optical Drive	16x DVD RW	
11	Graphics	ATI Radeon HD 5450 DDR3 1GB Graphics Card	
12	Audio Controller	ALC 662 (5.1)	
14	I/O Port	I/O Port 1serial (9-PIN); 6(Six) or more USB2.0(atleast 2 in front); 1Ethernet (RJ45);1 VGA Out; 1 Stereo line in / out; 1 Microphone line in; 1 Headphone (Front) , 1 DVI Port,	
15	Expansion Slot	1 PCI, 2 x PCIe x1 , 1 PCIe x 16	
16	Security	Memory change alert on management console	
		Serial USB and Network enabled/ disabled Port Control,	
		Power-On Password Set up Password	
		Chassis intrusion switch in the cabinet	
17	Power	300 Watt minimum Power Supply with Active PFC	
18	BAYS	2x 5.25 External, 2x 3.5 External, 2x 3.5 Internal	
19	Cabinet	Micro ATX Cabinet	
20	OS & Media	Genuine Windows 7 Professional Edition 32/64 bits, with latest service pack preloaded license, OEM Media, in form of DVD /CD containing OS & drivers, recovery media must be provided	
21	OS Certification	Windows 7 Professional certification.	
22	Management Software	Software to monitor performance of PC, Pre Failure alert for HDD and Memory change alert, Automoted Power Management, Asset Management	
23	Recovery Software	Data Recovery management suite/software	
24	Certification	For OEM: ISO 9001 and 14001. For quoted Model: UL, FCC, Energy Star 5.0, DMI, RHEL, SUSE	
25	Warranty	3 (three) years on site comprehensive OEM Warranty	
26	Anti Virus Software	Kaspersky/ Quickheal/ Norton/ McAfee Antivirus with 5 years virus update	

- **Chapter 8:** This chapter must contain all the annexure as will be required to be submitted for substantiate the chapter 1 to 6.
- **Chapter 9:** This chapter will have following sub chapters:
 - ❖ **Subchapter 9.1:** Annexure under subchapter 7.1 -
This subchapter must contain all the annexure as will be required to be submitted for substantiate the specifications requirements in accordance with sub - chapter 7.1.
 - ❖ **Subchapter 9.2:** Annexure under subchapter 7.2-
This subchapter must contain all the annexure as will be required to be submitted for substantiate the tmpC or JOPS requirements in accordance with sub - chapter 7.2.

3) Envelop 3- Financial Bid:

The financial bid should be submitted as per the following format:



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

Consolidated format

Sr. No.	Details of Items	Unit Price	No. of items/ units	Total Price In Rupees				
Server and other systems								
1	Server system		55					
2	Network Core Switch		55					
3	Other networking items (Break up to be given as per networking items format)		55					
4	Electrical works and Earthing (Break up to be given as per electrical wiring and Earthing format)		55					
5	3 KVA online UPS		55					
6	Computer systems		825					
7	Air conditioning system		55					
8	Support, Maintenance and facilities management for 3 years		55					
SUBTOTAL A								
System Software*								
Sl. No.	Item	No. of server cores proposed	Unit factor for each core	Total unit factor	No. of users per ULB	Total No. of Users for 55 ULBs	Unit Price	Total Price
1	Oracle Database Enterprise Edition, Term – Perpetual, User based license					No of users Proposed per ULB x 55		
2	Oracle Internet Application Server, Enterprise Edition, Term – Perpetual, User based License					No of users Proposed per ULB x 55		
3	Software Upgrade and Annual technical support for Oracle Products for 1 year					Lumpsum		
SUBTOTAL B								
GRAND TOTAL (A+B)								

* For Oracle software items, i.e., Oracle DB and Oracle AS, Bidders are requested to quote as per OEM's licensing matrix, Operating System and Hardware Compatibility Matrix. Documentary evidence must be submitted along with the financial bid. If any deviation is found, the financial bid will be rejected.

Networking details :

Sr. No	DATA	MAKE	Unit	Unit Rate	Qty	Amount
--------	------	------	------	-----------	-----	--------



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

1	Supplying, laying of CAT 5e type data cable (Indicative quantity)		Mtrs		1000	
	Labour					
2	Supplying, laying of CAT6 type data cable (Indicative quantity)		Mtrs		100	
	Labour					
3	Supplying and installation of I/O box termination of RJ45 connector including termination of both end of CAT5e cable with RJ45 connector and suitable front plate, back box of I/O box (This cost should exclude cost of CAT5e cable)		No.s		46	
	Labour					
4	Supplying, laying of PVC conduit with accessories viz bends, couplers, junction boxes etc. - 25mm dia pvc pipe/ Other PVC Casing		Mtr.		500	
	Labour					
5	Supplying Patch chord with both end termination of RJ45 connector - 1 mtr. Length		No.s		46	
	Supply connector chord between switch and patch panel		No.s		46	
	Labour					
6	10/100 base T/ TX 24 Port rack mountable managed Switch		No.s		2	
	Labour					
7	24 port patch panel		No.s		3	
	Labour					
8	15U Wall Mount Rack		No.s		1	
	6U Wall Mount Rack		No.s		1	
	Labour					
Schedule 1:					Total material supply cost	
Schedule 2:					Total Labour cost	
TOTAL						

*** Payment will be made as per the actual supply.**

Electrical wiring and earthing format:

S.NO	DESCRIPTION	MAKE	UNIT	QTY	RATE	AMOUNT
1	supplying, fixing, connecting and commissioning 40/50/63A 4pole MCB with suitable enclosure for UPS incoming power	Havells/MDS/ Legrand	No	1		
	Fixing		No	1		
2	supplying, fixing, connecting and commissioning of 32A DP MCB with suitable enclosure for UPS out going power	Havells/ MDS/ Legrand	No	1		
	Fixing		No	1		



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

3	Supplying, laying , connecting and commissioning of 1100 v grade FR cu wire 2Runs of 2.5sq mm for phase and neutral and 1Run of 1.5 sq mm for earth laying through the suitable pvc conduit for ups sockets for computers (one circuit should not exceed more than 12 socket out lets)	Havells/ FINOLEX	MTR			
	Laying		MTR	60		
4	supplying, fixing , connecting and commissioning of 1no of 16A, 5 pin socket controlled by 1no of 16A switch with suitable front plate and back box	Havells/Finolex/ ANCHOR-	No	1		
	Laying		No	1		
5	supplying, fixing , connecting and commissioning of 3nos of 6A, 5 pin socket controlled by 1 nos of 16A switch with suitable front plate and back box	Havells/Finolex/ ANCHOR-	No			
	Fixing		No	1		
7	supplying, fixing , connecting and commissioning of 1no of 6A, 5 pin socket controlled by 1no of 6A switch with suitable front plate and back box	Havells/Finolex/ ANCHOR-	No	6		
	Fixing		No	6		
8	Supplying, laying , connecting and commissioning of 1100 v grade 3Runs of 10 sq mm cu flexible cable laying through the suitable pvc conduit for ups incoming and out going for connectivity of UPS DB to main line DB	Havells/Finolex/ ANCHOR-	MTR			
	Laying		MTR	80		
9	Providing Copper plate type earthing station for various Electrical equipments and system as per technical specifications, IS: 3043, complete with Excavation work, masonry work, water piping, brick work, CI frame and hinged covers, filling of charcoal, sand and salt and Equipotential bar and test link. Depth of earth pit 3000mm.(incl margin) and the voltage should measure below 0.5 Volts	Standard ISI marked materials	LS	1		
GRAND TOTAL						

*Payment will be made as per the actual supply.

The financial bid should be inclusive of all the taxes, levies, cost of freight, delivery and installation.



SECTION H – GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the total price payable to the Contractor as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Contractor" means the bidder whose bid to perform the Contract has been accepted by the Employer and is named as such in the Agreement, and includes its successors or permitted assigns.
- e) "Day" means calendar day.
- f) "Delivery" means the transfer of the Goods from the Contractor to the Employer in accordance with the terms and conditions set forth in the Contract.
- g) "Employer" means Change Management Unit, Kolkata Urban Service For Poor and includes its successor or assigns;
- h) "GCC" means the General Conditions of Contract.
- i) "Goods" means the entire server, hardware, software, UPS, networking items and machinery and equipment, electrical wiring and earthing items and/or other materials that the Contractor is required to supply, install and commission under the Contract.
- j) "Person-in-Charge" means the Project Director, Change Management Unit, Kolkata Urban Services for the Poor or such officer of the Employer who shall supervise and be in-charge of the project.
- k) "Project" shall, unless there be something either in the subject or context repugnant to such construction, be construed or taken to mean the Works, Services and Related Services by or by virtue of the Contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- l) "Project Completion" means the fulfillment of all obligations by the Contractor in respect of the Project to be executed under the Contract in accordance with the terms and conditions set forth in the Contract.
- m) "Related Services" means the services incidental to the works and services provided by the Contractor such as insurance, training and other similar obligations of the Contractor under the Contract.
- n) "SCC" means the Special Conditions of Contract.
- o) "Service" shall, unless there be something otherwise either in the subject or context repugnant to such construction, be construed or taken to mean providing maintenance and helpdesk support for 3 years from the date of successful commissioning from CMU Office with dedicated engineer with facilities management support and onsite warranty and maintenance support for all the 55 ULBs.
- p) "Service Price" means the consideration/price payable to the Contractor by the Employer for the service provided by the Contractor in terms of this Contract;
- q) "Subcontractor" means any Company, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Project is subcontracted by the Contractor with prior permission of the Employer.
- r) "ULBs" means the Urban Local Bodies more particularly described in clause 1.2 of Section B.



- s) "Work" shall, unless there be something either in the subject or context repugnant to such construction, be construed or taken to mean supply, installation and commissioning of the ULB servers, hardware, software, UPS, LAN including network devices, electrical wiring and earthing at all the ULBs.
- t) "Work Completion" means the fulfilment of all obligations by the Contractor in respect of the Works to be executed under the Contract in accordance with the terms and conditions set forth in the Contract.
- u) "Work Price" means the consideration/price payable to the Contractor by the Employer for the Work executed by the Contractor in terms of this Contract.

2. INTERPRETATION

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.3. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.4. Non-waiver

2.5. Subject to the GCC, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.6. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.7. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.8. Headings and Marginal Notes

Headings and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3. LANGUAGE

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English.

4. INTELLECTUAL PROPERTY RIGHTS

All the data products would be the intellectual properties of CMU, its successors and assigns.

5. DOCUMENTATION TO BE SUPPLIED TO THE CONTRACTOR

The Contractor shall be furnished free of cost one certified copy of the Contract documents. None of these documents shall be used for any purpose other than that of this Contract.

6. WORKS, SERVICES AND RELATED SERVICES TO BE CARRIED OUT

The Works, Services and Related Services to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport



which may be required in preparation of and for and in the full and entire execution and completion of the Project.

7. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Project and of the rates and prices quoted in the same, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Project.

8. DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 8.1 The several documents forming the Contract are to be taken as mutually explanatory of one another.
- 8.2 In the case of discrepancy between the Technical Bid Requirements and General Guidelines, the following order of preference shall be observed :
 - a. Technical Bid Requirements
 - b. General Guidelines
- 8.3 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Employer shall be the deciding authority with regard to the intention of the document and its decision shall be final and binding on the Contractor.
- 8.4 Any error in description, quantity or rate in the Technical Bid requirements, General Guidelines and Financial Bid or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Project comprised therein according to drawings and specifications or from any of his obligations under the Contract.

9. SIGNING OF CONTRACT

- 9.1 The Contractor on acceptance of his tender by the Employer shall, within 7 days from the date of issuance of the Letter of Intent sign the Contract forming the Tender Documents as downloaded from the website at the time of invitation of tender and acceptance thereof together with any other correspondence having a bearing on the Contract as determined by the Person-in-Charge.
- 9.2 Each page of the Contract Agreement should be signed by the Person-in-Charge / authorised officer of Employer and the Contractor's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Tender Document) their number should be clearly mentioned on each page of the Contract Document before signing.
- 9.3 No payment for the Work/Service done/performed will be made to the Contractor till the Contract Agreement is signed by the Contractor and Contract Performance Guarantee has been submitted by the Contractor in accordance with GCC clause 10.

10. CONTRACT PERFORMANCE GUARANTEES

- 10.1 The Contractor shall, within a period of 7 days from the date of issue of Letter of Intent, be required to furnish an irrevocable Contract Performance Guarantee (CPG) for an amount equal to 25% of the Work Price, in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract, (not withstanding and/or without prejudice to any other provisions in the Contract). Such guarantee shall be in the form of a bank guarantee, unequivocal and unconditional, of any Scheduled Bank of India in accordance with the form given at **Annexure 'A'**.
- 10.2 This first CPG can be invoked or enforced by the Employer in case of improper execution of the Work and/or deficiency in Service and/or non-compliance of any of the contract terms by the Contractor in the way as will be specified in penalty clauses of the contract.
- 10.3 This CPG will be released to the Contractor upon successful completion of the Work and the acceptance and approval of such goods by the Person-in-Charge. However, such CPG may not be released until the Contractor furnishes the second CPG, as required under clause 10.5 below.
- 10.4 This CPG shall be kept valid for a period of 12 weeks from the date of issue of the Letter of Intent, however, the Employer may require the Contractor to extend the validity of the first CPG to such period as may be required. Failure to keep the first CPG valid, or extend its validity, as described above will entitle the Employer to invoke such guarantee.



- 10.5 The Contractor shall further furnish an irrevocable Contract Performance Guarantee (CPG) for an amount equal to 10% of the Contract Price, in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract, (not withstanding and/ or without prejudice to any other provisions in the Contract) within a period of 7 days from the date of issue of the Certificate of Acceptance by the Employer. This guarantee shall also be in the form of a Bank Guarantee, unequivocal and unconditional, of any Scheduled Bank in accordance with the form given at **Annexure 'A'**.
- 10.6 This second Contract Performance Guarantee shall be kept valid for a period of 3 years from the date of successful commissioning of all the Goods supplied under this Contract. Initially, the Contractor shall furnish the second Contract Performance Guarantee for a period of 1 year and renew the same before its expiry so as to keep it valid as required in this Contract. In case the time for Project gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion. Failure to keep the second Contract Performance Guarantee valid, or extend its validity, as described above will entitle the Employer to invoke such guarantee.
- 10.7 The second CPG will be released to the Contractor upon issue of Certificate of Completion by the Employer not later than 30 days following the date of completion of the Contractor's entire performance obligations under the Contract, including all warranty obligations after successful completion of warranty period of 3 (three) years.
- 10.8 The second CPG shall be invoked or enforced by the Employer in case of improper execution of service and/or deficiency in service and/or breach or non-compliance of any of the clause of the GCC, or of the Contract, by the Contractor in the way as will be specified in penalty clauses of the contract.
- 10.9 The Person-in-Charge shall not make a claim under a CPG, except for amounts to which the Employer is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract), in the event of :
- a) Failure by the Contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Person-in-Charge may claim the full amount of the CPG.
 - b) Failure by the Contractor to pay the Employer any amount due, either as agreed by the Contractor or determined under any of the clauses/ conditions of the Contract, within 15 days of the service of notice to this effect by Person-in-Charge.
- 10.10 In the event of the Contract being determined or rescinded under provisions of any of the clause/condition of the Contract except under clause 13.2, the CPG(s) shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- 10.11 In exceptional circumstances, which circumstances shall be intimated to the Contractor in writing, the Employer may require the Contractor to furnish and keep valid both the CPGs for such period as may be required.

11. **COMPENSATION FOR DELAY**

If the Contractor fails to maintain the required progress in terms of the Contract or to complete the Work on or before the scheduled date of completion of work under the Contract or extended date of completion or to provide services (management maintenance and helpdesk support) in terms of GCC clause 16, he shall, without prejudice to any other right or remedy available under law to the Employer, and in addition to indemnifying the Employer for all losses, claims and damages suffered due to such breach, be liable on account of such breach, to pay as agreed compensation Rs. 5,000/- (Rupees Five Thousand only) for every day or part thereof of delay. Provided always that the total amount of compensation for delay to be paid under this clause shall not exceed 10% of the Contract Price of the Project. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with the Employer.

12. **WHEN CONTRACT CAN BE DETERMINED**

12.1 **Termination for default**



Subject to other provisions contained in this clause the Person-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay and/or inferior or deficient work or service and/or inferior quality and/or any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:

- a) If the Contractor, having been given by the Person-in-Charge a notice in writing to rectify, reconstruct or make good any defective goods or to ensure that the rejected goods comply with the standards specified in this Contract, fails to comply with the requirement of such notice for the period of 7 days thereafter.
- b) If the Contractor has, without reasonable cause, suspended the progress of the Work/Project or has failed to proceed with the Work with due diligence so that in the opinion of the Person-in-Charge (which shall be final and binding) he will be unable to secure completion of the Work by the date for completion and continues to do so after a notice in writing of seven days from the Person-in-Charge.
- c) If the Contractor fails to complete the Work within the stipulated date or items of Works with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Person-in-Charge.
- d) If the Contractor fails or neglects to carry out his obligations and/or commits default in complying with and/or provide service in terms of GCC clause 16 and does not remedy it or take effective steps to remedy it within 2 (two) days after a notice in writing is given to him in that behalf by the Person-in-Charge.
- e) If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Person-in-Charge.
- f) If the Contractor shall offer or give or agree to give to any person in the Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other Contract for the Employer.
- g) If the Contractor shall enter into a Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer/Person-in-Charge.
- h) If the Contractor shall obtain a Contract with the Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- i) If the Contractor being a company shall pass a resolution or a Court shall make an order that the Contractor shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or a manager or which entitles the Court to make a winding up order.
- j) If the Contractor suffers an execution being levied on his goods and allow it to be continued for a period of 21 days.
- k) If the Contractor files for insolvency, or is declared insolvent.
- l) If the Contractor assigns, transfers, sublets or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire Project or any portion thereof without the prior written approval of Employer;
- m) If the Contractor fails to observe the requirements of any central or state statute or ordinance or other law or any regulation or by-law of any local central or state committee or other duly constituted authority which may be applicable including any such law, regulation or order passed or made or coming into force during the period of the Contract.
- n) If the Project is not started by the Contractor within 14 days of the stipulated time on his own accord.



of these not being applicable, at current market rates to be certified by the Person-in-Charge, whose certificate thereof shall be final and binding on the Contractor, clerk of the Services, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice). In the event of the Contractor failing to comply with any such requisition, the Person-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Person-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

14. TIME FOR EXECUTION

- 14.1 The time allowed for completion of Work, i.e. supply of Goods (except the substituted Goods as specified in GCC clause 15.5), is 6 weeks from the date of Letter of Intent or such extended time in accordance with these conditions.
- 14.2 Time shall be the essence of the Contract.
- 14.3 The time allowed for installation and commissioning of Goods is 4 weeks thereafter, i.e. 4 weeks from the date of completion of supply of Goods (but excluding the period of supply of substituted Goods, if any as required by the Person-in-Charge of the Employer). Installation of all goods shall be complete with 10 weeks from the date of Letter of Intent. Commissioning of Goods under this Contract shall be deemed to be complete only if condition as laid down in GCC clause 16 has been complied with.
- 14.4 The Services shall be provided for a period of 3 years from the date of successful commissioning of all the Goods under this Contract.
- 14.5 The Project as a whole shall be for a combined period of execution of the Work and providing Services and Related Services as provided above. Extension of time, if any for execution of the Work shall be fixed by the Employer. The execution of the Project shall commence from such time period as mentioned in the Letter of Intent.
- 14.6 If the Contractor commits default in commencing the execution of the Project as aforesaid, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and Contract Performance Guarantee absolutely.
- 14.7 **Extensions of Time**
If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of the Goods or timely execution of work or timely completion of Services pursuant to this document, the Contractor shall promptly notify the Employer in writing of such delay, the likely duration of such delay and the cause of such delay. As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its sole discretion extend the Contractor's time for performance and time for performance shall stand extended by such period.
- 14.8 Except in case of Force Majeure, as provided under GCC Clause 45, a delay by the Contractor in the timely delivery of the Goods or timely execution of work or timely provision of Services shall render the Contractor liable for imposition of liquidated damages pursuant to GCC Clause 11.

15. EXECUTION OF WORKS / TIME SCHEDULE

- 15.1. Within 7 days of issuance of Letter of Intent, the Contractor shall execute the Contract with the Employer upon furnishing of Contract Performance Guarantee.
- 15.2. Within 6 weeks from issuance of Letter of Intent, the Contractor shall supply all Goods mentioned in this Agreement at the officer of the Employer at Salt Lake or respective ULBs or such other places as may be notified by the Employer in advance to the Contractor.
- 15.3. Such Goods shall be presented by the Contractor before the Person-in-Charge of the Employer or his authorised persons for review and acceptance. Such Goods shall be reviewed to ensure that they comply with the technical specification described in the Tender Documents.
- 15.4. Acceptance and/or approval and/or rejection, as the case may be, of the Goods shall be communicated by the Person-in-Charge of the Employer with 3 days of presentation of the Goods before it. If no such communication is made within 3 days of placement of such Goods for approval,



- it shall be deemed that such Goods do not comply with the technical specification given in the Tender Documents. After expiry of such period, it shall be obligatory on the party of the Contract or to enquire in writing, with regard to non-compliance of any technical specification within 4 days of expiry of such period.
- 15.5. Person-in-Charge of the Employer shall, within 7 days of receipt of such enquiry, shall inform the Contractor the deficiency in Goods compared to the technical specifications in the bid. Upon receipt of any suggestions with regard to the deficiencies of the Goods, the Contractor shall, within 7 days again place substituted goods for review and approval.
 - 15.6. If the substituted Goods presented before the Person-in-Charge do not comply with the technical specification, then the Employer shall have the liberty to terminate the Contract in terms of GCC clause 12 and the Contract Performance Guarantee shall be forfeited.
 - 15.7. In the aforesaid process, total time period for supply of all Goods including substituted Goods shall not exceed 63 days from the date of issuance of Letter of Intent.
 - 15.8. After approval of Goods/substituted Goods, as the case may be, by the Person-in-Charge, the Contractor shall commence installation of the Goods and shall complete the installation of all approved Goods/substituted Goods, as the case may be within a period of 70 days from the date of issuance of the Letter of Intent.
 - 15.9. Within 7 (seven) days of the completion of the installation of the Goods, the Contractor shall give notice of such completion to the Person-in-Charge and within 3 months of the receipt of such notice, the Person-in-Charge shall conduct a test to look into the viability of the system. The Employer may, at its sole discretion, require acceptance testing for new implementations of the Contractor's proposed solution. The Contractor must meet a standard of performance before acceptance. This Standard of Performance is also applicable to any additional, replacement or substitute Goods or any Goods that is modified by or with the written approval of the Employer after having been accepted. The acceptance testing should include security testing by agencies to be selected by the Employer.
 - 15.10. The installation and commissioning will be considered as complete only after it passes successfully through the acceptance test and issuance of acceptance note by the Employer. The test result and acceptance note shall be certified by the Employer or an authorised representative of the Employer and Certificate of Completion of Acceptance shall be issued, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. No final Certificate of Acceptance shall be issued, nor shall the Work be considered to be complete until the successful running of the system for a period of three months from the date of receipt of notice of completion from the Contractor.
 - 15.11. If, at any time during the progress of the Works, any error shall appear or arise in installation and commissioning of items at the ULBs, the Contractor, on being required so to do by the Person-in-Charge shall, at his own cost, rectify such error to the satisfaction of the Person-in-Charge. The checking by the Person-in-Charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof.
 - 15.12. The Contractor shall be allowed to work in three shifts with prior approval of the Person-in-Charge.
 - 15.13. If at any time it should appear to the Person-in-Charge that the actual progress of Work does not conform to the approved programme, the Contractor shall produce at the request of the Person-in-Charge, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Person-in-Charge of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Person-in-Charge shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same.
 - 15.14. The Contractor shall submit periodic Progress Reports including coloured progress as per the frequency and in the proforma laid down by the Person-in-Charge indicating the details of actual progress vis-à-vis planned progress of various components of work, for the period and up to end of the period, slippage if any, action proposed to be taken to pull back the arrears, statement showing



extra and substituted items submitted by Contractor and of any other item stipulated by the Person-in-Charge.

- 15.15. The Contractor shall maintain Registers and Records in the format laid down by the Person-in-Charge. These Registers and Records shall be open for inspection by the Employer/ Person-in-Charge at all times. An important Register to be maintained is the Hindrance Register which will be an essential document for dealing with applications for extension of time by the Contractor.

16. **EXECUTION/PROVISION OF SERVICE**

- 16.1. The Contract shall provide comprehensive maintenance and facilities management support for a period of 3 (three) years from the date of successful commissioning of all the Goods under this Contract. The Contractor shall perform the Services and carry out their obligations hereunder in accordance with generally acceptable professional standards with degree of high professional skill and sound practice and judgment which is normally exercised by recognized professional organisation with respect to services of similar nature and practices and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services provided under this Contract as faithful and diligent service provider to the Employer and shall at all times support and safeguard the legitimate interest of the Employer during providing Service to the Employer.

- 16.2. Without prejudice to the generality of the foregoing provision, and to the definition provided in clause 1 above, the Contractor's service obligations shall include the following:

a) **Service Level:**

The Contractor will be responsible for an uninterrupted up-time up to 99% for all the ULBs for a quarterly basis. The uptime calculation for any hardware equipments will be calculated based on the following formula:-

$$\text{Uptime} = (\text{Total Working Hours} - \text{Total Down Time Hours}) * 100 / \text{Total Working Hours}$$

b) **Support infrastructure/Set up**

The Contractor must have its own office and sufficient number of service centres / points of presence within non-KMA ULBs for providing proper and in time support. The details of such offices / centres / points of presence need to be furnished along with addresses and contact numbers. The Contractor should mention in detail the support infrastructure available at such offices / centres / points of presence with contact and location details. The Contractor must further furnish the modalities by which fast response to maintenance calls and minimum downtime will be ensured.

c) **Help Desk and Deployment of Resident Engineer:**

The Contractor needs to provide central support for the stated ULBs for the entire tenure of the contract (i.e. 3 years' warranty period), from the date of successful commissioning of all the Goods/equipments under the Contract, including the following:

- i. A Help Desk System is necessary to be implemented at the Employer's location and the same must be provided by the Contractor for supporting smooth operation at non-KMA ULBs during the entire period of contract including warranty period.
- ii. All calls registered at Help Desk will be provided with a unique docket number for easy tracking of calls.
- iii. The Contractor must provide at least 1 resident engineers at the Employer's office premises located at Salt Lake, Kolkata, or at such other location in Kolkata as may be intimated.
- iv. The Resident Engineer will maintain a service log register for each docket number issued and record the resolution time taken for such calls, which will be reviewed by the Employer from time to time.
- v. Maintenance of active part of IT infrastructure including LAN of ULBs and making the entire system operational including all hardware, software, LAN, maintaining the service level as mentioned above.



- vi. Proactive maintenance of server, other items at ULBs and ensuring at least 99% uptime on quarterly basis.
- vii. Performance monitoring and management of all servers, peripherals, system software components, backup systems, etc.
- viii. Resolving all problems pertaining to all servers and equipments to ensure at least 99% uptime. This would include interfacing with all other third parties, including ISPs and agencies involved in running of the IT infrastructure, as may be notified by the Employer.
- ix. Carrying out preventive maintenance in addition to corrective maintenance.
- x. Facilitation of activities at ULB level such as server backups, etc.
- xi. The Contractor will be responsible for liaising with the other third parties of the Employer and the ULBs, as will be specified by the Employer, for making the entire systems operational and for management of connectivity with ULBs, proper management of all the servers, computer systems and other related items at the ULBs.

16.3. The overall support shall meet the following criteria:

- i. Attending to faults to be done (Service Response) within 12 hour of the time of intimation and resolving the faults (Service Resolution) thereof within 72 hours.
- ii. Service Coverage of 7 days x 24 hours to be provided.
- iii. Preventive Maintenance is necessary to be carried out once every month outside the normal office hours.

17. PAYMENT SCHEDULE

18.1. **For supply, installation and commissioning of different items and materials:**

- a) 25% of the total Work Price will be paid as advance on signing the contract.
- b) 50% of the total Work Price will be paid after delivery of all Goods as per the Contract.
- c) 25% of the total Work Price will be paid after successful installation & commissioning of all the Goods.

18.2. **For support, maintenance and facilities management cost for 3 years:**

On equated quarterly basis at the end of each quarter for satisfactory services rendered.

18.3. The Employer may engage an independent auditor/agency to audit the security and vulnerability aspects of the overall deployment as a part of verification towards satisfactory performance.

18.4. All payments will be made by A/C Payee Cheques at Banks at Kolkata by the Employer.

18. TAXATION

18.1 The Contractor shall pay all taxes including sales tax, excise and customs duties and surcharge, service tax, E.S.I contribution, cess, levy, octroi, royalty etc. as the case may be payable in respect of all Works, Services, materials, equipment and other things required for the Contract.

18.2 The Contractor will be required to pay all taxes, duties levied by Central and/or State Government and/or local bodies on such part of his income in respect of the Contract as is chargeable therewith under the laws for the time being in force in India. It is further clarified that if in future any new taxes are imposed or any enhancement is made in the existing taxes in the same financial year in which the contract agreement with the Contractor is executed, then such new taxes or such enhancements as the case may be, shall be borne by the Contractor.

18.3 The Contractor shall be liable to pay income tax on the emoluments of his staff and also be liable to pay corporate taxes at the rate specified under the respective laws and regulations in India. In order that the Employer is kept informed about the Contractor's taxations liabilities and payment and in order that payments to the Contractor are not affected the Contractor has to provide, when required, certified copy a certificate from the Tax Department stating that the Contractor has paid the taxes to the satisfaction of the said Department or receipt confirming payment.

18.4 All staff employed locally by the Contractor or his sub-contractors, suppliers or agents will be subject to the regulations governing the payment of personal and other taxation. The Contractor shall be deemed to have allowed in his tender for any liabilities on his part in regard to this sub-clause.



18.5 With reference to sub-clauses of this clause, the Contract Price shall be based upon taxation provisions existing under the laws/regulations of India as applicable in West Bengal.

19. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

19.1 The Contractor shall, at his own expense, provide all materials, equipment and other items required for the Project.

19.2 All such materials, equipment and other items to be used on the Project shall be in conformity with the specifications laid down or referred to in the Contract. The Contractor shall, if requested by the Person-in-Charge furnish proof, to the satisfaction of the Person-in-Charge that the materials so comply.

19.3 The Person-in-Charge shall have full powers to require the removal from the premises of all goods which in his opinion are not in accordance with the specifications and in case of default the Person-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such goods. The Person-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Person-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

20. PROJECT TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

20.1 The Contractor shall execute the whole and every part of the Project in the most substantial and workmanlike manner both as regards Goods and otherwise in every respect in strict accordance with the technical requirements and specifications provided in the Tender Documents. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the Project signed by the Person-in-Charge.

20.2 The Goods to be supplied during the execution of the Work shall be as specified in Part B of Section D and Section E of the Tender Document.

20.3 The Service under this Contract shall be provided strictly in terms of this Tender Documents specifically in terms of GCC clause 16.

20.4 Unless otherwise stipulated in the Contract, the Scope of Supply of Goods and Services shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services and providing Services as if such items were expressly mentioned in the Contract.

20.5 If any ambiguity arises as to the meaning of any of portion of the technical requirements and specifications vis-a-vis drawings or as to execution or quality of any Services or Goods, the decision of the Person-in-Charge shall be final and binding on the Contractor.

21. FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK/SERVICE

21.1 If at any time after acceptance of the tender the Employer shall decide to abandon or reduce the scope of the Project for any reason whatsoever and hence not require the whole or any part of the Project to be carried out, the Person-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Project in full but which he did not derive in consequence of the foreclosure of the whole or part of the Project.

21.2 The Contractor shall be paid at Contract rates full amount for Works/Services executed till such date, in addition, a reasonable amount as certified by the Person-in-Charge which decision shall be final and binding on the Contractor, for the items which could not be utilized on the Service to the full extent in view of the foreclosure.

22. SUSPENSION OF PROJECT/WORK



- 22.1 The Contractor shall, on receipt of the order in writing of the Person-in-Charge, (whose decision shall be final and binding on the Contractor) suspend the progress of the Project or any part thereof for such time and in such manner as the Person-in-Charge may consider necessary so as not to cause any damage or injury to the Service already done or endanger the safety thereof for any of the following reasons:
- a) on account of any default on the part of the Contractor or;
 - b) for proper execution of the Project or part thereof for reasons other than the default of the Contractor.

The Contractor shall, during such suspension, properly protect and secure the Project to the extent necessary and carry out the instruction given in that behalf by the Person-in-Charge.

- 22.2 If the suspension is ordered for reasons (b) in sub-para. 22.1 above, the Contractor shall be entitled to an extension of completion time equal to the period of every such suspension (but no escalation of rates or other compensation). Provided, however, that the Contractor shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer in the supply of materials in Schedule 'B' where such delay is covered by difficulties relating to acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Employer.

23. ACTION IN CASE PROJECT NOT DONE AS PER SPECIFICATIONS

- 23.1 All Work/Services/Related Services under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Person-in-Charge, his authorized subordinates in charge of the Project and all the superior officers, officer of the Employer, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

- 23.2 If it shall appear to the Person-in-Charge or his authorized subordinates in charge of the Service that any work/service has been executed/provided with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the Project which are deficient or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing which shall be made within 14 days of the completion of the Work from the Person-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and substituted the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of his failing to do so within a period specified by the Person-in-Charge in his demand aforesaid, then the Contractor shall be liable to compensate the Employer for this default.

24. CONTRACTOR TO SUPPLY TOOLS ETC.

The Contractor shall provide at his own cost all materials, machinery, tools, appliances, implements, and temporary works required for the proper execution of the Project, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Person-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the place of carrying out the Works. The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of the Works and assisting the examination at any time and from time to time of the Service or Goods. In case the Contractor fails to do so, the same may be provided by the Person-in-Charge at the expense of the Contractor, that is to say, such expenses may be deducted, from any money due to



the Contractor, under this Contract or otherwise and/or from his Contract Performance Guarantee or the proceeds of sale thereof, or of a sufficient portions thereof.

25. ENSURING PAYMENT AND AMENITIES TO THE EMPLOYEES IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a Workman/employee employed by the Contractor in execution of the Project, the Employer will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by the Employer to the Contractor whether under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

26. CONTRACTOR SHALL COMPLY WITH ALL LABOUR LAWS AND OTHER STATUTES

26.1 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws prescribed by the governmental authorities and the rules and regulations made thereunder from time to time.

26.2 Any failure to fulfill these requirements shall attract the penal provisions of this Contract arising out of the resultant non-execution of the Project.

26.3 The Contractor shall pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his Service to any workman or other person in the employment of the Contractor or any sub-contractor in accordance with the laws in force from time to time for the protection of workers in industrial undertakings and any modifications thereof which may be put in force by the Government during the continuance of the Contract. The Contractor shall keep the Employer fully indemnified in this respect.

27. COMPLIANCE WITH INSTRUCTIONS ON REMOVAL FROM OF UNDESIRABLE PERSON

In the event any of the Personnel is found by the Employer to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Employer may request the Contractor, at the expense of the Contractor, to forthwith dismiss or remove such person or persons and provide a replacement with suitable qualifications and experience acceptable to the Employer and Contractor shall forthwith comply with such request and provide such replacement.

28. ASSIGNMENT OF CONTRACT, INSOLVENCY OF CONTRACTOR AND ILLEGAL GRATIFICATION

28.1 The Contract, without written permission from the Employer, shall not be assigned or sublet.

28.2 The Employer shall have power to adopt the course specified in clause 12 hereof in the interest of the Employer, in which case the consequences specified in the said clause 12 shall ensue, in the event of any of the following:

- a) If the Contractor shall assign or sublet his Contract, or attempt to do so, without prior written permission of the Employer, or
- b) If the Contractor becomes insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or
- c) If any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of the Employer in any way



relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract.

29. CHANGES IN CONTRACTOR'S CONSTITUTION TO BE INTIMATED

Where the Contractor is a Consortium/Joint Venture the previous approval in writing of the Person-in-Charge shall be obtained before any change is made in the constitution of the Consortium/Joint Venture. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of clause 28 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said clause 28.

30. EXECUTION OF PROJECT UNDER THE DIRECTION OF THE PERSON-IN-CHARGE

All Works and Services to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Person-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. The Person-in-Charge or his authorized person may in turn decide to appoint a Single Point Coordinator (SPC) for the Data Centre initiative.

31. SETTLEMENT OF DISPUTES & ARBITRATION

31.1. Dispute Resolution by Negotiation

All questions and disputes arising out of this Contract or regarding the interpretation or meaning of the terms hereof or the rights or entitlements of the parties and any other dispute or whatsoever nature arising out of or in the connection with this agreement, shall at the first instance be sought to be amicably settled between the Employer and the Contractor or officials designated by them.

31.2. Arbitration

Any dispute aforesaid which cannot be settled by negotiation shall finally be settled by a binding arbitration in Kolkata pursuant to the provisions of the Arbitration and Conciliation Act, 1996. The Secretary, Municipal Affairs Department, Government of West Bengal shall appoint the Sole Arbitrator. The parties specifically agree to be bound by the decisions rendered by the Sole Arbitrator and agree not to submit a dispute to any Court except as may be necessary to enforce the arbitration procedures of this clause or to enforce the decision rendered by the Sole Arbitrator or as otherwise permitted in law. The proceedings shall be conducted in English. The language of the proceedings and the Award shall be in English. Each party will pay its own costs.

31.3. No suspension of Work/Service

The obligations of the Employer and the Contractor shall not be altered by reasons of conciliation/arbitration being conducted during the progress of Project. The Contractor shall not be entitled to suspend the Work/Services on account of conciliation/arbitration.

32. CONTRACTOR'S INDEMNITY AGAINST ADVERSE INTELLECTUAL PROPERTY RIGHTS CLAIM

32.1. The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of the installation of the Goods by the Contractor or the use of the Goods.

32.2. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract.

32.3. If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC sub-clause 32.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.



- 32.4. If the Contractor fails to notify the Employer within 7 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.
- 32.5. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- 32.6. The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

33. CONFIDENTIAL INFORMATION

- 33.1. The Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the Employer hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its subcontractor such documents, data, and other information it receives from the Employer to the extent required for the subcontractor to perform its Service under the Contract, in which event the Contractor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.
- 33.2. The Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, procurement, or other Work and services required for the performance of the Contract.
- 33.3. The obligation of the Contractor, however, shall not apply to information that:
 - a) now or hereafter enters the public domain through no fault of it;
 - b) can be proven to have been possessed by the Contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Employer; or
 - c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 33.4. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 33.5. The provisions shall survive completion or termination, for whatever reason, of the Contract.

34. SPECIFICATIONS AND STANDARDS

- 34.1. The Contractor shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- 34.2. The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- 34.3. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section D of the Tender Documents and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the standards of similar Projects in India.

35. TRANSPORTATION

Obligations for transportation of the Goods to the office of the Employer or the respective ULBs (locations), as the case may be, during the execution of the Project shall be with the Contractor and all cost in connection therewith shall be borne by the Contractor. The Employer shall not be liable to



pay any cost, freight charges, transport insurance and other related costs in connection with the transportation of Goods under this Contract.

36. WARRANTY

- 36.1. The Contractor is required to provide comprehensive warranty and maintenance during the period under warranty.
- 36.2. The Contractor shall give warranty that all the hardware, software, networking and electrical equipments to be supplied shall be of the latest version, free from all defects and software bugs and shall be of the highest grade and consistent with the established and generally accepted standards for server / networking solutions of the type ordered and shall perform in full conformity with the specifications.
- 36.3. The warranty should be for a period of 3 years from the Employer's certification of successful commissioning. The successful Contractor must furnish a warranty for all hardware, networking and software items supplied for providing free post-installation Comprehensive On-site Maintenance Support during such Warranty Period of 3 years from the date of successful commissioning of the goods.
- 36.4. A Standard Warranty Format should be enclosed along with the Technical Bid.
- 36.5. The Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design, materials and performance, unless provided otherwise in the Contract.
- 36.6. The Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 36.7. The Contractor shall be responsible for any defects and/or deficiencies that may develop under the conditions provided by the Contractor and under proper use, and shall remedy such defects at his own cost when called up to do so by the Employer who shall state in writing in what respect goods are faulty.
- 36.8. In case of any defect discovered by the Employer, the Employer shall give Notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.
- 36.9. Upon receipt of such Notice, the Contractor shall, as expeditiously as possible, and in any event in not more than 7 days, repair or replace the defective Goods or parts thereof, at no cost to the Employer.
- 36.10. If having been notified, the Contractor fails to remedy the defect within the period specified, the Employer may proceed to take within a reasonable period such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract. The Employer may, if it deems it fit, initiate penal actions against the Contractor.

37. WITH-HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

- 37.1. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Contract Performance Guarantee, if any deposited by the Contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the Contract Performance Guarantee, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the Contract Performance Guarantee being insufficient to cover the claimed amount or amounts or if no Contract Performance Guarantee has been furnished by the Contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor



- under the same Contract or any other Contract with the Person-in-Charge of the Employer or any Contracting person through the Person-in-Charge pending finalisation of adjudication of any such claim.
- 37.2. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred by the Person-in-Charge or the Employer will be kept withheld or retained as such by the Person-in-Charge or the Employer till the claim arising out of or under the Contract is determined by an Arbitrator and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor.
- 37.3. The Employer shall have the right to cause an audit and technical examination of the Works and Services and the final bills of the Contractor including supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any Service done by the Contractor under the Contract or any Service claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any Service executed by him under it, the amount of such under payment shall be duly paid by the Employer to the Contractor, without any interest thereon whatsoever.
38. **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**
- 38.1. Any sum of money due and payable to the Contractor (including the Contract Performance Guarantee returnable to him) under the Contract may be withheld or retained by way of lien by the Person-in-Charge or the Employer or any other contracting person or persons through Person-in-Charge against any claim of the Person-in-Charge or the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any Contract other than the instant Contract made by the Contractor with the Person-in-Charge or the Employer or with such other person or persons.
- 38.2. It is an agreed term of the Contract that the sum of money so withheld or retained under this clause by the Person-in-Charge or the Employer will be kept withheld or retained as such by the Person-in-Charge or the Employer till his claim arising out of the same Contract or any other Contract is either mutually settled or determined in arbitration and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.
39. **EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**
- 39.1. The Contractor shall provide all necessary superintendence during execution of the Project and as long thereafter as may be necessary for proper fulfilling of the obligations under the Contract more fully and particularly described in Part A of Section D of the Tender Documents.
- 39.2. If the Person-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative is/are effectively appointed or is/ are effectively attending or fulfilling the provision of this clause, the said Person-in-Charge may suspend the execution of the Project till the cause of imposing such suspension as mentioned in the above is remedied or rectified. Further if the Contractor fails to appoint a suitable principal / deputy technical representative or other technical representative and if such appointed persons are not effectively present or are absent by more than 2 days without duly approved substitutes or do not discharge their responsibilities satisfactorily, the Person-in-Charge shall have full powers to suspend the execution of the Project until such date as another suitable technical representative is/are appointed and the Contractor shall be held responsible for the delay so caused to the Service. The Contractor shall submit a certificate of employment of the technical representative (s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Person-in-Charge.



- 39.3. The Contractor shall obtain prior written consent from the Employer before any change or addition to the list of personnel provided at the time of submission of bid in terms of clause 6 of Part A of Section D.
- 39.4. The Employer requires that the Contractor and its Personnel maintain a high standard of conduct when carrying out their functions under this Contract. The Contractor will take prompt action to address incidents involving conduct that does not live up to these standards, which may also require in replacement of any individual expert, consultant or contractual staff as required by the Employer.
40. **CONTRACTOR'S GENERAL RESPONSIBILITIES**
- 40.1. The Contractor shall, subject to the provisions of the Contract and with due care and diligence, execute and maintain the Project and provide all labour, including the supervision thereof, materials, and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- 40.2. The Contractor shall carry out all the works and Services strictly in accordance with the drawings, details and instructions of the Person-in-Charge. In the opinion of the Person-in-Charge if any changes are to be made, the same shall be intimated in writing to the Contractor and the Contractor shall carry out the same. The Person-in-Charge's decision in this regard shall be final and not open to arbitration.
- 40.3. The Contractor shall generally maintain the highest standards of ethics and professionalism.
41. **GIVING NOTICES AND PAYMENT OF FEES**
- This Contract shall, in all respects, be construed and operated as an Indian Contract and shall be subject to Indian laws in force from time to time. The Contractor shall conform to all laws of the land and the regulations and bye-laws applicable to such Contract. The Contractor shall give all notices required by the said acts, regulations or bye-laws and pay all fees in connection therewith. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from his actions in violation of such laws, ordinances, regulations and bye- laws by him.
42. **COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**
- The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:
- a) any national or state statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Project and the remedying of any defects therein, and
 - b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Project,
- and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Project to proceed.
43. **LAW GOVERNING THE CONTRACT**
- The Contract shall be governed by the law for the time being in force in the Republic of India.
44. **COURT JURISDICTION**
- Courts at Kolkata shall alone, to the exclusion of all other Courts, have jurisdiction over all matters between the parties arising out of the Contract or relating thereto.
45. **FORCE MAJEURE**
- 45.1. The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- 45.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 45.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 46. INSURANCES TO BE TAKEN BY THE CONTRACTOR**
- 46.1. The Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable laws. The Contractor shall effect and/or obtain Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy.
- 46.2. The insurance shall be against all losses or damages from whatever causes for which the Contractor is responsible under the Contract. The insurance cover shall be for the period of Contract and also for the period of maintenance for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Contractor in the course of any operations carried out for the purpose of complying with his obligations during Maintenance Period as provided under GCC clause 16.
- 46.3. Before commencing the execution of the Project, the Contractor shall insure against the liability for any material or physical damage, loss injury or death which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Project or in the carrying out of the Contract. The sum insured will be for an amount equal to 5% of the total sanctioned value of the Project. After each occurrence, Contractor shall pay additional premium necessary to keep insurance valid for always The Insurance Policy should cover this amount at all times till issue of Completion Certificate by the Person-in-Charge.
- 46.4. Without prejudice to his liability under this clause the Contractor shall also cause all sub-contractors to effect, for their respective portions of the works or Services, similar all risk policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a sub-contractor to commence Work or Service unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of Insurance before commencing the Project, the Contractor shall be responsible for any claim or damage attributable to the said sub-contractor.
- 46.5. The aforesaid insurance shall be effected with an insurer (preferably a nationalised insurance company) and its terms approved by the Employer. The Contractor shall, whenever required, produce before Person-in-Charge the policy or policies of insurance and the receipts of payment of the current premiums.
- 46.6. Without prejudice to the other rights of the Employer against the Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.
- 46.7. If the Contractor shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

47. DAMAGE TO PERSONS AND PROPERTY - EMPLOYER TO BE INDEMNIFIED

The Contractor shall indemnify the Employer against all losses and claims in respect of death of or injuries to any person or loss or damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works or Services or remedying of any defects therein and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

48. INDEMNITY AGAINST ALL ACTIONS OF CONTRACTOR

The Contractor shall hold and save harmless and indemnify the Employer from all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Employer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his employees and/or his Sub-Contractors in the execution of the Project or in the guarding of the same. All sums payable by the Employer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage may have been sustained.



ANNEXURE 'A'

Form of Contract Performance Security Bank Guarantee
(Refer to clause 10 of the General Conditions of Contract)

In consideration of the Change Management Unit, Kolkata Urban Services for the Poor, Government of West Bengal, ("**the Employer**") having agreed on the terms and conditions of the Agreement No. dated ("**the Agreement**") made between the Employer and ("**the Contractor(s)**") to appoint the Contractor(s) to execute the Project as referred to in the said Agreement, the Contractor(s) having agreed to produce an irrevocable bank guarantee for Rs./- (Rupees only) as a security/guarantee for compliance of its obligations under the said Agreement:

1. We (hereinafter referred to as "the Bank" (indicate the Name of the Bank) hereby undertake to pay to the Employer an amount not exceeding Rs./- (Rupeesonly) on demand by the Employer.

2. We, the bank, do hereby undertake to pay the Change Management Unit, Kolkata Urban Services for the Poor, amounts due and payable under this guarantee without any demur, merely on a demand from the Employer by stating that the amount claimed is required to meet the obligations of the Contract or the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rupeesonly).

3. We, the said Bank further undertake to pay to the Employer any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liabilities under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Person-in-Charge on behalf of the Employer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We the said Bank further agree with the Employer that the Employer shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s), or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



"Supply, Installation and Commissioning of Server, Computer Systems, Software, UPS, Local Area Networking with Networking Items, Electrical Wiring and Earthing together with 3 years' Maintenance and Support for 55 Locations in non-KMA ULBs"

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. This guarantee will neither be cancelled nor revoked by the Bank without the written authorization of the beneficiary, i.e. the Employer. For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.

8. Words used but not defined herein shall have the same meaning as ascribed to the same in the Agreement with the Employer.

9. This guarantee shall be valid up to unless extended on demand by the Employer or the Contractor(s). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees Only), as stated above, and unless a claim in writing is lodged with us within 6 (six) months of the date of its expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the day of