



REQUEST FOR PROPOSAL

For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

Ref Number: MMRDA/MMRC/574

Date: 13-07-2016

Tender document Amount: Rs. 5000/-

Information Technology Cell

Mumbai Metro Rail Corporation Limited

1st Floor, Namttri Building, Behind MMRDA

Near Jetwan, Bandra Kurla Complex, Plot No. R-13, E-Block

Bandra (East), Mumbai- 400-051

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Glossary

Terms	Definitions
MMRC	Mumbai Metro Rail Corporation limited
IT	Information Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
GoM	Government of Maharashtra
GCC	General Condition of Contract
BKC	Bandra Kurla Complex
MML-3	Mumbai Metro Line – 3
NDA	Non-Disclosure Agreement
PM	Project Management
MIS	Management Information System
BI	Business Intelligence
DD	Demand Draft
SI/ SP	Bidder/ Service Provider
ICT	Information Communication Technology
ITB	Instructions to bidder
DC	Data Center
DR	Disaster Recovery
QGR	Quarterly Guaranteed Revenue

Section: 1

Invitation for Proposal

1 Invitation for Proposal

- 1.1 MMRC hereby invites Proposals from reputed, competent and professional Information Technology (IT) companies, who meet the Initial filter as specified in this bidding document for the **"For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support"** as detailed in Section 2.21 of this RFP document.
- 1.2 The complete bidding document shall be published on <https://etendermmrda.maharashtra.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
- 1.3 To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 1.4 Bidders are also advised to refer "Bidders Manual Kit" available at <https://etendermmrda.maharashtra.gov.in> for further details about the e-tendering process.
- 1.5 Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.6 The RFP document is placed at MMRDA's website www.mmrda.maharashtra.gov.in . Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.7 Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

1.1 Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below:-

S. No.	Particular	Details
1.	Advertising Date	13.07.2016
2.	Name of the project	RFP for "Supply, Installation, Hosting and Commissioning of Project Management (PM) in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support"

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

3.	RFP Document Download Start Date & Time	From 13.07.2016 at 11.00 am (IST) to 18.08.2016 till 5.00 pm(IST)
4.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://etendermmrda.maharashtra.gov.in
5.	Last date for Submission of Queries	All the queries should be received on or before 22.07.2016 till 5:00 pm, through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". The queries should be submitted as per the format prescribed in Annexure 6.5. The Pre-Bid queries to be sent to the Email Id – itpmo.mmrc@gmail.com
6.	Pre-Bid Conference	25.07.2016 at 3:00 pm Address: Conference Room, 2 nd Floor, MMRC, BKC, Mumbai-400051
7.	Last date (deadline) for Submission of bids	18.08.2016 till 5.00 pm
8.	Online Control Transfer Of Bid	18.08.2016 from 6.01 pm to 19.08.2016, 6.00 pm
9.	Date and time of opening of Initial filter bids	22.08.2016 after 11 am (IST)
10.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
11.	Detail of the contact person and Address at which sealed bids are to be submitted	Shri. R. K Sharma, Executive Director (Electrical) 5 th Floor, MMRDA Old Building Bandra Kurla Complex Bandra (East) Mumbai—400-051 E-mail: itpmo.mmrc@gmail.com

1.2 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 3,60,000/- (Rupees Three Lakhs sixty thousand Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 5,000 (Rupees Five Thousand Only)
3.	Bid Validity Period	One twenty (120) days from the date of submission of the bids

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

4.	Last date for furnishing Performance Security to MMRC (By successful bidder)	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MMRC
5.	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of successful bidder
6.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the end of contract
7.	Last date for signing contract	As intimated in work order of MMRC

Section: 2

Instructions to Bidders

2 Instructions to Bidders (ITB)

2.1 Introduction of MMRC

Mumbai Metro Rail Corporation Limited (MMRC) is a Joint Venture (50:50) Company of Government of India and Government of Maharashtra. MMRC is responsible for the implementation of Mumbai Metro Rail Line-3.

MMRC has envisioned the development of an integrated IT enabled e-governance system across the organization in order to ensure transparent, easy, efficient and accurate availability of information, and facilitation of transactions. With intent of providing a robust system, MMRC has decided to structure its current systems and core functions through e-governance solutions by leveraging Information and Communication Technology across various functions in the organization.

MMRC aims to implement Primavera Project Management Solution, which would enable MMRC to make effective and efficient planning, tracking and monitoring and facilitating decisions for laying down the Metro Rail network.

2.2 Purpose

MMRC seeks the services of a from reputed, competent and professional Information Technology (IT) companies, who meet the Initial filter as specified in this bidding document for the **"RFP For Supply, Installation, Hosting and Commissioning of Project Management (PM) in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support"**. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in Section 3 of this RFP document.

2.3 Cost of RFP

The qualified bidders are requested to deposit the Tender fee through online payment gateway through e-tendering portal. Bidders are advised to make online payment at least 3 days prior to submission timeline to avoid any banking transfer delays. The receipt of the same shall be uploaded during the online submission of bid document. Tender fee is non-refundable.

2.4 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

2.5 Consortium and Joint Ventures

The consortium, joint ventures, Subcontracting or outsourcing are not allowed.

2.6 Completeness of Response

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

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

2.7 Proposal Preparation Costs

2.7.1 The bidder shall submit the bid at its cost and MMRC shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MMRC and MMRC shall be at liberty to cancel any or all bids without giving any notice.

2.7.2 All materials submitted by the bidder shall be the absolute property of MMRC and no copyright /patent etc. shall be entertained by MMRC.

2.8 Bidder Inquiries

Bidder shall E-Mail their queries at above mentioned E-Mail address as prescribed in the Section 6.5. The response to the queries will be published on <https://etendermmrda.maharashtra.gov.in> . No telephonic / queries will be entertained thereafter. This response of MMRC shall become integral part of RFP document. MMRC shall not make any warranty as to the accuracy and completeness of responses.

2.9 Amendment of RFP Document

2.9.1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

2.9.2 The bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. The MMRC also reserves the right to amend the dates mentioned in this RFP.

2.10 Supplementary Information to the RFP

If MMRC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.11 MMRC's right to terminate the process

MMRC may terminate the RFP process at any time and without assigning any reason. MMRC reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

2.12 Earnest Money Deposit (EMD)

- 2.12.1 Bidders shall submit, EMD of Rs. 3, 60, 000 (Rupees Three Lakhs sixty thousand only) through Online e-Tendering Payment Gateway mode only.
- 2.12.2 Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided in Section 8 of the RFP.
- 2.12.3 No interest will be paid by MMRC on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidder) without any accrued interest on it.
- 2.12.4 The Bid submitted without EMD, mentioned above, will be summarily rejected
- 2.12.5 The EMD may be forfeited:
- 2.12.5.1 If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- 2.12.5.2 In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
- 2.12.5.3 If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
- 2.12.5.4 If, during the bid process, any information is found false/fraudulent/mala fide, and then MMRC shall reject the bid and, if necessary, initiate action.

Note: Kindly note that transfer of funds to MMRDA's account through NEFT / RTGS mode, from the Bidders' ICICI accounts is currently not possible. In case of funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank (excluding ICICI Bank)

2.13 Authentication of Bid

- 2.13.1 The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid. In case of consortium, only the person from Lead Member is authorised to sign the bid documents and no other person is permitted.

2.13.2 Registered/ irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full time employee of the bidder till the end of contract period.

2.14 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MMRC's discretion.

2.15 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MMRDA is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MMRDA shall give notice to the successful bidder of any such claim and recover it from the bidder if required. MMRC will have the Intellectual Property rights of the customization work which will be taken up during SRS Stage.

2.16 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.17 Submission of Bids

2.17.1 Complete bidding process will be online (e-Tendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Initial filter Proposal	a) The Initial filter proposal shall be prepared in accordance with the requirements specified in Section 2.21 and Section 6 of the RFP. Each page of the Initial filter Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Initial filter Proposal should be submitted through online bid submission process only.

Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 8 of the RFP. Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.
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2.17.2. The following points shall be kept in mind for submission of bids:

- 2.17.2.1 MMRC shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- 2.17.2.2 The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- 2.17.2.3 MMRC may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the initial filter proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the initial filter criteria and should incorporate all the clarifications provided by the Bidder on the initial filter proposal during the evaluation of the offer.
- 2.17.2.4 Financial Proposal shall not contain any technical information.
- 2.17.2.5 If any Bidder does not qualify the Initial filter stated in Section 2.21 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the initial filter criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- 2.17.2.6 It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MMRC reserves the right to reject the proposal.
- 2.17.2.7 Proposals sent by fax/ post/ courier shall be rejected.

2.18 Late Bids and Bid Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

2.19 Bid Opening

- 2.19.1 Total transparency shall be observed and ensured while opening the Proposals/Bids
- 2.19.2 MMRC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 2.19.3 Bid opening shall be conducted in two stages.

- 2.19.4 In the first stage, Initial filter of proposals shall be opened and evaluated as per the criteria mentioned in Section 2.21 of the RFP.
- 2.19.5 In the second stage, Technical Proposals of those Bidders, whose qualify initial filter, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address
- 2.19.6 The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MMRC, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, MMRC will continue process and open the bids of the all bidders
- 2.19.7 During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MMRC has the right to reject the bid after due diligence is done.

2.20 Evaluation Process

- 2.20.1 MMRC shall evaluate the bids.
- 2.20.2 MMRC shall evaluate the Tender Fee, EMD and pre-qualification criteria (Envelope A), Technical Proposal (Envelope B) and Commercial Proposal (Envelope C) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
- 2.20.3 Bidders shall be evaluated as per the Initial Filter criteria mentioned in section 2.21. The bidders who fulfil all the Pre-qualification criteria will qualify for further Technical Evaluation.
- 2.20.4 Bidders with minimum technical score of 60 out of 100 in technical evaluation (Refer Section 2.23) will be considered to be eligible for financial evaluation (Refer Section 2.25)
- 2.20.5 Amongst the bidders who are considered for financial evaluation, the bidder who has quoted the Least will be awarded the work at the discretion of MMRC. MMRC, however reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 2.20.6 The bidder shall provide required supporting documents with respect to the initial filter, technical evaluation as per the criteria mentioned in Section 2.21 and Section 2.23 of this RFP.
- 2.20.7 Please note that MMRC may seek inputs from their professional, external experts in the Bid evaluation process.
- 2.20.8 In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope B. In case it is found, MMRC may summarily reject the proposal of the said bidder.

2.21 Initial filter

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	The Bidder (All members in case of Consortium) should be registered under the Companies Act, 1956, and should be in existence in India for at least the last 3 years as on date of submission of the bid.	<ul style="list-style-type: none"> • Certificate of Incorporation/ Registration • For Global Bidders, equivalent certificate in the country of incorporation/registration.
PQ2	Turnover from IT/ITeS	The bidder should have average turnover of INR 5 crore in last three financial years (FY 12-13, FY-13-14, FY-14-15) from IT/ ITeS; and	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/Copies of CA certificate
PQ3	Net worth	The Bidder (All members in case of Consortium) should have positive net worth (measured as paid-up capital plus free reserves) for any two of the last three audited financial years(FY 12-13, FY-13-14, FY-14-15) as on 31 st March 2015	Certificate from the Statutory Auditor clearly stating the net worth
PQ4	Technical Capability	The Bidder should have experience of implementing atleast one project of Primavera solution with order value not less than 32 lakhs. or should have experience of implementing atleast two project of Primavera solution with order value not less than 24 lakhs . or should have experience of implementing atleast three project of Primavera solution with order value not less than 16 Lakhs.	Copy of Work Order/ Project Completion Certificate
PQ6	Blacklisting	The Bidder (All members in case of Consortium) should not be debarred/ blacklisted by any Government/PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder.
PQ7	Certification	The Bidder (Any member in case of Consortium) should have an active SEI CMMI Level 3 or its higher	Valid Copy of the Certificate

		version or ISO 9001 certification as on date of submission of Bid	
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2.22 Evaluation of Technical Proposal

- 2.22.1 Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Initial filter evaluation.
- 2.22.2 Bidder shall be evaluated as per Initial filter mentioned at 2.21. The bidders who fulfil all the Initial filter shall qualify for further Technical evaluation.
- 2.22.3 The evaluation of the initial filter Proposals will be carried out initially.
- 2.22.4 The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for initial filter evaluation.
- 2.22.5 At any time during the Bid evaluation process, the Tender Evaluation Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- 2.22.6 MMRC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the initial filter process.
- 2.22.7 MMRC reserve the right to accept or reject any or all bids without giving any reasons thereof

2.23 Technical Evaluation Methodology

- a. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.24).
- b. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 60 (Sixty).
- c. The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- d. MMRC reserve the right to accept or reject any or all bids without giving any reasons thereof.
- e. MMRC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.24 Technical Evaluation Criteria

Criteria	Evaluation parameters	Maximum Marks	Documents Required
Financial and Professional Strength (36 Marks)			
The bidder should have average turnover of INR 5 crore in last three financial years	Avg. Turnover (Cr) >=5 Cr and < 10 Cr : 6 marks >=10 Cr and < 15 Cr : 8 marks >=15 Cr : 10 marks	10	Audited Financial Statements/ CA Certificate
The Bidder should have an active SEI CMMI Level 3 or its higher version certification or ISO 9001 as on date of submission of Bid.	SEI CMMI Level 3/ISO 9001 : 3 marks SEI CMMI Level 4/5 : 6 marks	6	Valid CMMI/ISO certificate
The Bidder is an OEM authorized partner for Govt./PSU clients	OEM Authorization	5	OEM Authorized certificate
The Bidder has supplied min. 25 licenses to Govt./PSU clients	1- 2 Govt./PSU clients: 2 marks 3 and above : 5 marks	5	Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client and Work Order/Purchase Order / Contract Agreement
Number of fulltime project management certified/ OEM certified professionals	>=10 and <20 : 6 marks >=20 and <30 : 8 marks >=30 : 10 marks	10	A self-certified letter signed by the Authorized Signatory of the Bidder/ HR Head.
Relevant Experience (20 Marks)			
No. of implementation projects for the Primavera Project Management Solution in last 5 years (FY 10-11, FY 11-12, FY 12-13, FY 13-14 , FY 14-15)	1 to 2 projects : 6 marks 3 to 4 projects : 8 marks 5 projects and above: 10 marks	10	Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client and Work Order/Purchase Order / Contract Agreement
No. of implementation projects for the Primavera Project	1 to 2 projects : 6 marks 3 to 4 projects : 8 marks	10	Completion Certificates from the client/ Substantially

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Management system each of order Value more than 8 lakhs	5 projects and above: 10 marks		Completed Certificate (for ongoing projects) from the client and Work Order/Purchase Order / Contract Agreement
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Key Professionals Experience (24 Marks)

Project Manager	Should be qualifying the minimum qualification criteria, mentioned in section 3.2 of this RFP. Project Experience in Primavera Implementation 2 projects : 4 marks 3 projects : 6 marks 4 projects and above: 8 marks	8	CV of the Resources
Primavera Functional Expert	Should be qualifying the minimum qualification criteria, mentioned in section 3.2 of this RFP. Project Experience in Primavera Implementation 2 projects : 4 marks 3 projects : 6 marks 4 projects and above: 8 marks	8	CV of the Resources
Primavera Technical Expert	Should be qualifying the minimum qualification criteria, mentioned in section 3.2 of this RFP. Project Experience in Primavera Implementation 2 projects : 4 marks 3 projects : 6 marks 4 projects and above: 8 marks	8	CV of the Resources

Technical Presentation of Proposed Solution (20 Marks)

Presentation and Demo (To be conducted by Evaluation Committee) (Max. slides to be not more than 15)	Understanding of Scope of Work	4	Copy of the Proposed Solution presentation
	Approach, Implementation Methodology,	4	

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

	Deployment Architecture & Project Plan		
	Training, Operation and Maintenance Plan	4	
	Demo and a critical Case Study of Prior Implementation	4	
	Response to the Queries raised by the Evaluation committee	4	
	Total	100	

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

2.25 Financial Bid Evaluation

- 2.25.1 The financial proposal of only the qualified Bidders based on Technical Evaluation criteria shall be opened for the evaluation.
- 2.25.2 MMRC shall award the contract to the qualified bidder who has quoted the least. MMRC, however, reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 2.25.3 If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.26 Award of Contract

2.26.1 MMRC's Right to accept any Bid and to reject any or All Bids

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

2.26.2 Letter of Acceptance

Prior to the expiration of the period of bid validity, MMRC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Security, MMRC will promptly notify each unsuccessful Bidder.

2.26.3 Signing of Contract

MMRC shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MMRC within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by MMRC.

2.26.4 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event MMRC may invite the next best bidder for negotiations or may call for fresh RFP.

2.27 Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (ANNEXURE 10) with MMRC.

2.28 Instructions for Proposed Resource

- 2.28.1 The Bidder is required to provide the CVs for each of the positions specified. Only 1 CV must be provided for each profile mentioned. In case more than 1 CV is provided, the first one provided for the profile shall be used for the purpose of evaluation.
- 2.28.2 In case no CVs are proposed for any of the specified positions, the technical score would be adjusted proportionately. Though resource persons suggested for additional posts would be considered during evaluation, not proposing additional posts would not detract from the qualification of a Bidder
- 2.28.3 CVs of all resource persons proposed MUST be furnished in the format given at Section 7.3.1 (Max 3 pages per CV). Non-adherence to the format or missing information in the specified format would amount to rejection of the CV for evaluation, at the discretion of the MMRC Tender Evaluation Committee.
- 2.28.4 Only the relevant Projects of each resource person may be detailed in the CV.
- 2.28.5 Each profile shall be signed by the resource (of whom the profile is submitted) and the authorized Signatory of the Bidder. If the signature of the resource cannot be obtained, the Authorized Signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications, experience and other details specified in the profile.
- 2.28.6 The Tender Evaluation Committee may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if required in the evaluation process.
- 2.28.7 The Successful Bidder shall confirm the availability of the team members as proposed in the initial filter proposal. MMRC will not consider changes or substitutions during negotiations as the ranking of the Bidder is based on the evaluation of the proposed

profiles, and any change therein may upset the ranking. Changes or substitutions, will, however be permitted if the proposed man power is not available for reasons of any incapacity due to health.

- 2.28.8 In case, replacement is required, the Selected Bidder shall notify MMRC in writing at least 15 (Fifteen) days in advance, for prior approval, stating: the reason for replacing the person(s), originally assigned to the project the names and signed curriculum vitae (CV) of the proposed replacement. MMRC may also request replacement with valid reason.
- 2.28.9 Changes or Substitutions of the Project Manager shall not be considered and may lead to disqualification of the Bidder or termination of the contract.

Section: 3

Scope of Work

3 Scope of Work

MMRC requires a Bidder to implement Primavera Project Management Solution (Latest version) at MMRC to manage and track the Project.

The selected bidder shall perform the following is the brief scope of activities where

- 1) Procurement of license, Supply, Installation, Configuration and Customization, Implementation, commissioning, Training and support of Primavera Project Management Solution (Latest version) with Risk analysis as a single instance maintained by MMRC.
- 2) On Premise Hosting, Operations and Maintenance of the solution including all Licenses (Tool, hardware and software) required for a period of 3 years. The Hosting, Application Support and O&M may be extended up to 5 years if required by MMRC post completion of 3 years after approval from Competent Authority.
- 3) Training and Capacity building for all MMRC officials on the system implemented.

3.1 Scope of Work for Project Management Tool

MMRC envisages to create robust and flexible solution which can cater to Project Portfolio Management Software (single instance) at MMRC to increase efficiency, planning, executing and tracking operational aspects on daily basis for progress of the MML-3 Project. MMRC requires to drive compliance and proactive controls in place through envisaged systems. MMRC officials, General consultants and contractors shall be using MMRC's instance Primavera (latest version). General consultants and contractors shall be given logins to work on the system. The tool should be made complaint to all the business/administrative rules set by MMRC for ex. Schedule of Power.

After implementation MMRC shall be able to

- I. Create a central repository where entire project's documentation will be available 24x7, through a web browser
- II. Manage all document exchange, reviews and approval electronically
- III. Provide full traceability and accountability of participants actions in the system
- IV. Enforce document quality assurance for all participants
- V. Prepare for the maintenance and operation phase by providing a comprehensive As-Built archive

3.1.1 Scope of Work

The Scope of work Includes:

- 3.1.1.1 Supply and Installation of Primavera Enterprise Project Portfolio Management Software (latest version) as a single instance at MMRC. (As per clause 3.1.5)
- 3.1.1.2 Configuration and Implementation of software. (As per clause 3.1.7)
- 3.1.1.3 Training of officials nominated by MMRC. (As per clause 3.1.6)

3.1.2 No. of Licenses

- 3.1.2.1 Fifty (50) Licenses of Primavera Enterprise Project Portfolio Management Software (latest version).
- 3.1.2.2 Additionally, Two (2) licenses shall be procured for Primavera Risk Analysis Tool (latest version)

3.1.2.3 Fifty (50) Primavera (latest version) compatible database licenses required for successful installation and implementation of Primavera (latest version) Solution.

3.1.2.4 Total number of licenses to be procured may vary by +/- 30 % of the number of licenses indicated above. Licenses shall be bought as and when need arises for a specific project.

3.1.3 Locations

The solution will be implemented for the following sites:

3.1.3.1 Mumbai Metro Rail Corporation Limited, Bandra East, BKC, Mumbai

3.1.4 Warranty and Annual Maintenance Contract (AMC)

Scope of services to be provided under Warranty and AMC is as follows:

Support shall include technical and functional support and maintenance of Primavera EPPM licenses, Databases, Risk Analysis tool and all other standard third party software which form the part of the proposed solution and AMC of 3 years.

3.1.5 Supply & Installation of Software listed in Para 2.1

3.1.5.1 The Bidder shall submit license(s)/Certificate(s) (in original from the OEM) regarding the number/details of licenses supplied for the software. The licenses should be in the name of MMRC only.

3.1.5.2 MMRC shall have full rights as regards to granting of permission to use these licenses to any person / agency / organization associated with/ working for its project/s.

3.1.5.3 Soft copies & printed copies (in original) of documents & manuals that come bundled with the software shall be provided to MMRC without any additional cost. All the facilities including support etc. from the OEM should be passed on to MMRC without any additional charge. Licenses of software that come bundled with the software being purchased should be in the name of MMRC.

3.1.5.4 The quoted price should include the cost of supply of entire Primavera Enterprise Project Portfolio Management solution including database, Risk analysis, any bolt-on applications and standard third party software if any.

3.1.5.5 Nothing extra shall be payable for any ancillary work required in connection with execution of this item.

3.1.6. Training of officials nominated by MMRC:

Training shall be provided for 50 executives in 3-5 batches. The trainings shall cover the basics and advanced stages of working on Primavera. After the system stabilizes, Refresher programs shall also be provided to MMRC as and when required at no additional Cost.

3.1.6.1 The method will be Class Room Training (Hands on experience and practical examples shall be provided to executives on various project templates), as well as Online learning modules, which can be referred later for new employees. End of Training, the Bidder shall ensure at least 5 trainers within MMRC who can conduct Training of Trainers (TOT) for subsequent training requirements.

3.1.6.1 Each batch will be of 10-20 executives.

- 3.1.6.2 Duration of each training shall be 6-8 days
- 3.1.6.3 Training Case Study (Engineering Related Examples should be covered in the training)
- 3.1.6.4 Training on standard set of activities as implemented as per clause 8.2 of this document shall also be provided.
- 3.1.6.5 Additionally, up to 5 executives will be provided training in system administration of Primavera. Schedule for the training in System Administration will be as mutually agreed between MMRC & Bidder. Training schedule will be finalized in consultation with MMRC. Infrastructure shall be provided by MMRC.
- 3.1.6.6 Two master copies of documents/manuals (in hard & soft copies) of each training session shall be provided to MMRC. MMRC shall be free to copy/duplicate/reproduce the same for their internal use.
- 3.1.6.7 The cost of all the items/services above is deemed to be included in the quoted cost for this item & nothing extra shall be payable for any ancillary work required in connection with execution of this item.
- 3.1.6.8 Curriculum Vitae (CV) for Training officials proposed to be deployed on this project for conducting training sessions should be submitted along with the tender.
- 3.1.6.9 Flash/Video Files related to all functions such as but not limited to Creation of WBS, Activities, Assigning codes etc. shall be provided to MMRC for easy reference of users.

3.1.7. Scope of Configuration and Implementation

3.1.7.1 Type of Projects:

MMRC is implementing Mumbai Metro Line 3 Colaba-Bandra-SEEPZ (33.5 km). MMRC needs to complete and commission the MML-3 by 2020, it is imperative to plan, track, monitor, report and take corrective decisions the progress of construction of MML-3. Accordingly, MMRC requires to avoid any slippages in terms of time and cost overruns and complete all activities within the scope in the defined timelines, Project Management and Enterprise Resource Planning are important tools which shall enable MMRC to avoid any delays and complete the work within time and cost.

Primavera Solution shall be implemented at MMRC in single phase.

3.1.7.2 Implementation phase of the scope shall essentially comprise the following:

Activities/work breakdown structure to cover the Project Planning and Monitoring activities for all types of projects listed at clause 8.1 above shall be identified and implemented in Primavera solution. These activities shall serve as a standard set of activities for all similar projects.

The Bidder shall create/configure the following features/aspects

3.1.7.2.1 Global data

1. Creation of Enterprise Project Structure
2. Creation of calendars
3. Assigning Activities codes
4. Creation of Admin categories and preferences
5. Definition of role

6. Creation of organization structure
7. Creation of Project codes
8. Creation of Resources codes
9. Creation of Cost accounts

3.1.7.2.2 Project data

1. Create Enterprise Calendars
2. Creation of Work break down structure
3. Creation of project plan with activities and steps
4. Expenses categories
5. Work products and reference documents
6. Project resources
7. Creating and publishing the project website using primavera

3.1.7.2.3 Project Planning, Execution and Monitoring

1. Create & revise project plan by using primavera.
2. To tie-up all documents related to a project in project control folder.
3. To create planning support repository which will consists of documents related to standard templates of resources, risk & effective mitigation strategies, learning from other projects, other historical data etc.,
4. To create project profile - Name, type, capacity, mode of funding, location, major milestones, technical details, financial details, etc.,
5. To index and categorize proposals for new projects / schemes.
6. To record project cost estimates.
7. To create and link projects, sub projects, activities and tasks.
8. To assign project owner, project manager and key stakeholders involved in each project.
9. Creating users and assigning access rights
10. Updation of actual progress of the project
11. Updation of actual utilization of the project (Manpower, Machinery and Material etc.) in Primavera
12. To track completion of each module /activity, leading to the overall commissioning of project.
13. To track deliverables against Architects / PMC / Contractor, leading to respective contract closure.
14. To update physical and financial progress of the work.
15. To monitor each activity/task in the project thus leading to overall project monitoring.
16. To monitor variations from schedules and send alerts to the concerned officers / contractors /Architects / Other stakeholders.
17. To establish linkage of micro-schedules of important activities with activities of L-3 schedule.
18. To generate alerts to the concerned officers / contractors / Architects / Other stakeholders, for delay in starting/completion of activities/milestones, they are responsible for.
19. To monitor estimates versus actual: money, services, labor, time span etc. and forecast shortages/ delays etc.
20. To monitor all projects - consolidated, individual projects and individual tasks.

21. To provide a central tracking system that enables project teams to record, assign, & resolve issues and capture related risks pertaining to project.
22. To display project total, accumulated costs in terms of actual, capitalization costs, future commitments etc.
23. To maintain project percentage completed status - based on work to date.
24. To generate management reports (Reports would be specified by MMRC). Some indicative reports are:
 - Weekly/periodic reports for
 - i. Planned v/s Actual
 - ii. Look ahead schedule
 - iii. Critical Activities
 - iv. Milestone Completion
25. Other Major Features of Primavera EPPM, if any

- 3.1.7.2.4 Bidder must ensure all default reports are configured and available to the users.
- 3.1.7.2.5 All data transfer must be performed using secure SSL connection (https protocol)
- 3.1.7.2.6 Bidder must provide all guarantees for the bandwidth and security of data and those guarantees must remain constant throughout the project regardless of data/volume and/or user number
- 3.1.7.2.7 Bidder must ensure system enforces strong password for authentication.

3.1.8. Risk Management and Analysis

MMRC requires risk management and analysis tools capable of the following

- 3.1.8.1 Define risks (threat and opportunity) including risk owner, cause, effect, status, probability and cost, time and custom impacts and fields.
- 3.1.8.2 Build risk factors into project schedules for expressing general uncertainty using named factors such as "Productivity", "Weather", and "New Technology".
- 3.1.8.3 Map risks to tasks and WBS items.
- 3.1.8.4 Find out the probability of completing a project on time and within budget.
- 3.1.8.5 Analyze the time and cost risk within a project and WBS.
- 3.1.8.6 Define the impact a risk has on each task or WBS item it is mapped to.
- 3.1.8.7 Quantify the schedule and cost impact caused by the risks on the project.
- 3.1.8.8 Track any detailed actions used to mitigate the probability and impact of risks using a mitigation plan and waterfall chart.
- 3.1.8.9 Compare Pre-Mitigation and Post-Mitigation scenarios.
- 3.1.8.10 Find out overall risk exposure of the project to the known risks from the risk register.
- 3.1.8.11 Analyze risk with Monte Carlo Simulation to generate various risk analysis reports like:
 - 3.1.8.11.1 Start and Finish date distribution graphs:

As a plan is risk analyzed, the start and finish of each task and the finish of the entire project based on this risk adjustments should be reported.

3.1.8.11.2 Duration Distribution Graphs:

As a plan is risk analyzed, the duration of every task and the duration of the project based on this risk adjustments should be reported.

3.1.8.11.3 Cost distribution graph:

As a plan is risk analyzed the cost of each task and the cost of the entire project based on this risk adjustments should be reported

3.1.8.11.4 Resource usage distribution graphs:

As a plan is risk analyzed the quantity of each resource required by the entire plan based on this risk adjustments should be reported.

3.1.8.11.5 Float distribution graph:

As a plan is risk analyzed the total start float of each task based on this risk adjustments should be reported.

3.1.8.11.6 Criticality Index:

The criticality index allows you to identify tasks that are likely to cause delays to the project. By monitoring tasks with a high criticality index a project is less likely to be late.

3.1.8.11.7 Sensitivity analysis:

Sensitivity can be measured for task cost and the task duration. It gives an indication of how much the cost and duration of each task affects cost and completion of other tasks or the entire project. It can be used for identifying tasks that are most likely to cause delay or increase the cost of a project.

3.1.8.11.8 Tornado Graph:

The Tornado Graph is used to display and rank sensitivity, criticality, crucially and schedule sensitivity values."

3.1.8.12 Check the project schedule for common problems that may affect a deterministic plan (e.g. open ended tasks, out of sequence progress).

3.1.8.13 Find out spread of criticality index in a project which gives an indication of the number and threat of near to critical paths.

3.1.8.14 Build a risk adjusted schedule that contains the cost and schedule impacts as per risk analysis simulations.

3.1.9. Integration with other systems like DMS, ERP and business Reports (Future Scope)

Document/Content Management System, ERP and Business Reports are some of the

additional important packages/ IT requirements of the overall ecosystem at MMRC. Bidder shall assist and extend full co-operation towards integrating Primavera Enterprise Project Portfolio Management Software with the ERP Packages, Document/Content Management System, Business Reports or any other systems through standard API's or any other means as required by MMRC. The Integration aspects can be taken up when the individual systems are live post discussion with MMRC as per the requirement.

Primavera Integration: the Module shall be integration of:-

- Primavera Project Planner which gives today's project managers and schedulers the one thing they value most: control.
- DMS which is used to store, exchange and operate documents. Information about document (set of documents) approval process is transferred to Primavera for illustrating stage completion percent.

Integration results envisaged:

- Gant Chart work stages and electronic archive of project documents connecting. Set of tasks in Primavera is transferred to DMS then folder structure in DMS is organized using these set of tasks.
- Document (set of documents) approval process information and stage completion progress connecting. Progress calculation is performed in DMS and progress information is transferred to Primavera.
- Link between DMS folder and Primavera tasks is implemented (customer is able to store documents (documents packages), associated with the specific project stage in DMS with ability to switch between products with one-click).

WBS Structure Replication envisaged:

- Creating data/folders structure in DMS which match WBS in Primavera
- Information about the date of task and the executor transfer to DMS

3.2 Manpower Requirement

- I. The bidder shall be required to deploy a dedicated Project Team for Proposed solution.
- II. The Project Team would consist of Top Management and a Core Delivery Team.
- III. The Bidder should have at least 10 fulltime project management certified professionals on its payroll as on 31st March 2016.
- IV. The Project Manager would head the Project Team for the bidder. Bidder would be required to deploy a Functional Lead and Technical Lead to assist the Project.
- V. The bidder is required to deploy a Core Delivery Team with adequate manpower for Implementation and Operations & Management of the project.
- VI. The Core Delivery Team for Implementation Stage shall be responsible for the entire design, development and commissioning of the project till 2 month post Go-Live.
- VII. Bidder shall ensure team which would be stationed at MMRC premises is responsible for smooth implementation and operation of the project. The Dedicated On-Premise Manager would be a single point contact for MMRC during the period of the contract

and should be present for discussions, important meetings and should act as one point contact for MMRC.

VIII. After Go-Live and stabilization, Bidder shall identify one Team/project Leader (offsite) for this work, who is experienced in handling such projects, and he/ she should remain as the exclusive single point contact for all the activities related to the execution of this work during O&M period. The credentials and details of such personnel being must be communicated to the concerned officials of MMRC. The Team/project Leader shall be responsible for coordination between the MMRC, onsite project support team and the Bidder's offshore team. He should be available for Quarterly review meetings with MMRC or as and when required.

IX. The qualifications of key resources is detailed below.

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
Project Manager	<ul style="list-style-type: none"> • Manages the strategic aspects of the project • Understand all business and functional requirements • Manage all aspects of project including planning, execution and financial management. • Monitor performance & efficiency of various Teams and Resources • Understand all business and functional requirements, and be a bridge between the client and the project execution team. • Develop and manage detailed project plan in discussion with the department, and ensure completion of all milestones as per timelines. • Secure acceptance and approval of deliverables from the Stakeholders. • Responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope. 	<ul style="list-style-type: none"> • Minimum Education: B.Tech / B.E./ MCA/ MBA • Total Exp: At least 8 yrs. • Languages known: Hindi, English, Marathi • Should have operating knowledge of computers and networking • Prior project management experience of at least handling three (3) large and complex projects in Infrastructure • Excellent writing, communication, time management and multi-tasking skills • Project Experience in leading implementation of Primavera (P5 or above) projects. • Project Experience of leading projects on Primavera/DMS as mentioned in this RFP.
Functional Lead (Primavera)	<ul style="list-style-type: none"> • Responsible for overall functional requirements, functional design and deployment of the project 	<ul style="list-style-type: none"> • Minimum Education: B.Tech /B.E/ MCA/ BCA • Total Exp: At least 6 yrs. • Languages known: Hindi, English, Marathi • Should have operating knowledge of computers and networking • Should have experience in core implementation of Primavera (P5 and above) in infrastructure projects

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
		<ul style="list-style-type: none"> • Should have worked on all modules of Primavera (P5 or above) for Infrastructure projects • Should have worked on at least three(3) projects on Primavera as mentioned in this RFP • Excellent writing, communication, time management and multi-tasking skills
Technical Lead (Primavera)	<ul style="list-style-type: none"> • Responsible for overall ownership of the complete solution • Overall technical lead responsible for technical planning, design and deployment • Lead integration of initiatives and related services 	<ul style="list-style-type: none"> • Minimum Education: B.Tech /B.E/ MCA/ BCA • Total Exp: At least 6 yrs. • Languages known: Hindi, English, Marathi • Should have operating knowledge of computers and networking • Excellent writing, communication, time management and multi-tasking skills • Should have experience in core implementation of Primavera (P5 or above) • Should have experience in atleast three (3) projects of Primavera.
Project Support	<ul style="list-style-type: none"> • System Analysis, Schedule preparation, Schedule upload, Report writing, handling User queries, User Testing, Documentation etc. 	<ul style="list-style-type: none"> • Should be a graduate with relevant IT experience • Min. 2 years of relevant experience in the Primavera implementation projects • Proficient in MS office • Effective verbal communication skills (English, Marathi and Hindi).

3.3 Training and Capacity Building

- I. The bidder is required to conduct training sessions for all relevant stakeholders before UAT and Go-Live of the Proposed solution
- II. The bidder should ensure that trainings are conducted before all major UATs
- III. The bidder is required to submit a detailed schedule for training for MMRCs approval
- IV. The bidder is required to follow Train the Trainer model for all training and capacity building activities.
- V. The bidder, should ensure, end user training as required by MMRC in group
- VI. The Bidder shall conduct refresher trainings at regular intervals for MMRC post stabilization of systems at no additional cost.

3.4 Hosting, Operation and Maintenance

The Bidder should propose on Premise Hosting services. The commercials may be shared in the financial proposal with specifications and unit rates to facilitate MMRC scaling up or scaling down the

IT infrastructure as per its requirements. It is the responsibility of the selected bidder to get the on Premise Hosting done in MMRC’s designated server room. It is the responsibility of the selected bidder to make sure that the proposed hardware suffices MMRC user requirements and the system runs properly.

1. Sizing Considerations

S.No.	Parameter	Size
1	Total number of potential users for Primavera	The users (internal and external) could be around 50 nos.

2. General Conditions

- It is the responsibility of the bidders to quote for and provide all the hardware and software for meeting all the requirements of the RFP. In case during evaluation it is found that certain hardware/software which is critical for meeting the requirement of this RFP has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional hardware and software are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional hardware/software at no additional cost
- The Vendor, in the event of MMRC deciding to discontinue with the services of the Vendor, either during or after the Maintenance Period will transfer the data to the server of the other Vendor or any other location chosen by MMRC and will provide all necessary help to both MMRC and the new vendor in doing the same. The Vendor will erase the data after transferring the same.

3. Operation and Maintenance

The Successful bidder shall maintain and Support the solutions for a period of 3 years after the successful operational acceptance which would start after first Go-Live of the solution. It shall include:

- 3 years maintenance for the solution.
- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solution etc.
- Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing/updation.
- Any UI / UX change shall be considered as part of the maintenance activity. However in case the application goes under a service layer / business layer change, then the same may be considered as part of the Change Request.
- Maintenance and up keeping of any upgrades of the solution shall be a part of the ongoing maintenance period.
- Any change request would be mutually agreed between the selected bidder and MMRC as per the manpower rates mentioned in the RFP
- The Department may continue the services and extend the term of the contract depending upon the performance of the Bidder. However, in case the Department wishes to engage a new Agency for support/maintenance or any other enhancements, the Bidder should give the handover to the new Agency appointed by MMRC within a period of 2 months with all necessary documentation and project understanding.

4. Backup and Preventive Maintenance

The selected bidder shall provide for backup management services (conduct regular backups and restoration (if required), of critical data and systems. The activities shall include:

- Backup of operating system, database and application as per stipulated policies.
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by MMRC or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- On-going support for file and Folder restoration requests.
- The Implementation Agency should define and indicate the preventive maintenance schedule and procedure. Any special tools/ instruments/ equipment's required carrying out the preventive and break down maintenance of the system offered should be clearly indicated and offered to department by the selected bidder at no extra cost.
- The average CPU utilization of the environment (application and database servers) must never go beyond 70%. Should a breach in CPU utilization occur, the environment needs to be optimized and / or upgraded to bring the level of CPU utilization below the 70% mark
- The System Integrator must ensure that the SAN utilization should also never exceed 70% mark

5. Product Upgrades

The selected bidder shall provide MMRC with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any cost.

3.5 Project Timelines

The rollout of Primavera Enterprise Project Portfolio Management Software shall be Four (4) Months and additional Two (2) months of Core Delivery Team Support for Stabilization post Go Live.

Primavera Implementation

S No	Milestone	Timelines (T=Date of Work Order)	Key Deliverables
1	Project Scoping	T + 10 days	<ul style="list-style-type: none"> • Detailed Project Plan
2	Project Preparation	T + 45 days	<ul style="list-style-type: none"> • Requirement Specification documents like SRS, FRS. • Fit – Gap analysis document • Environment Set up

S No	Milestone	Timelines (T=Date of Work Order)	Key Deliverables
3	Installation and Configuration	T + 75 days	<ul style="list-style-type: none"> Implementation of Primavera P6 Software Role Definitions and Definition of Security privileges Configuration / User Manual document Test Scenario and Test Results
4	Training and UAT	T + 90 days	<ul style="list-style-type: none"> UAT sign off document
5	Production Configuration	T + 105 days	<ul style="list-style-type: none"> Production Environment ready & Handover
6	Go-Live and Roll out	T+ 120 days	<ul style="list-style-type: none"> Onsite Support and Refresher training

3.6 Payment Milestone

S No	Milestone	Payment	Remarks
1.	Solution Design, Development & Implementation		
1.a.	Project Scoping + Project Preparation	40% of Quoted Price in "A2" of consolidated Cost Summary, Section 8.2.1.1	Only after satisfactory certification by MMRC's representative as per Project Timelines mentioned under section 3.5 Balance 20% to be paid proportionately on quarterly basis over a period of 3 years post Successful Go-Live of the Project and Stabilization Period.
1.b.	Training and UAT	20% of Quoted Price in "A2" of consolidated Cost Summary, Section 8.2.1.1	
1.c.	Production Configuration and Go-Live	20% of Quoted Price in "A2" of consolidated Cost Summary, Section 8.2.1.1	
2.	Primavera Licenses		
2.a.	On successful Delivery of Paper Licenses (As per No. of Licenses supplied)	80% of Quoted Price in "A1" of consolidated Cost Summary, Section 8.2.1.1	<ul style="list-style-type: none"> Proof of License Purchased and Supplied to MMRC (OEM Certificate) As per Quoted Price in "A1" of consolidated Cost Summary
2.b.	On successful installation & Commissioning	20% of Quoted Price in "A1" of consolidated Cost Summary, Section 8.2.1.1	

S No	Milestone	Payment	Remarks
3.	Hardware and Related Software & Infra		
3.a.	On successful delivery	80% of Quoted Price in "A3" of consolidated Cost Summary, Section 8.2.1.1	Only after quality inspection and verification by the MMRC's representative of the conformity of the Goods/ Products / Services / Solutions supplied as per the agreed specifications and as per Project Timelines mentioned under section 3.5
3.b.	On successful installation and Commissioning	20% of Quoted Price in "A3" of consolidated Cost Summary, Section 8.2.1.1	
4.	Operation & Maintenance		
4.a.	Hosting , Operation & Maintenance (AMC) for 3 years	To be paid in Four Equated Quarterly instalments (every three months) for the respective years.	AMC Cost to be paid at the end of every Quarter as per the price quoted against section "B1" of Consolidated Cost Summary, Section 8.2.1.1
4.b.	Application Support and Maintenance for 3 years	To be paid in 12 Equated Quarterly instalments (every three months) during operation and maintenance period of 3 years.	Operation and maintenance period shall start post 2 Months of Stabilization period after Go-Live. Payment to be made as per the price quoted against section "B2" of Consolidated Cost Summary, Section 8.2.1.1 based on submission of Quarterly Progress Reports at the end of every Quarter.

3.7 Payment Terms

3.7.1 No advance payment shall be made.

3.7.2 The Bidder's request(s) for payment shall be made to the MMRC in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.

3.7.3 Payment shall be made only after the positive satisfactory testing report by the MMRC's Official at every stage that is

- I. Pre-Dispatch testing of Goods/Products/Services/Solutions at the MMRC's premises
- II. Conforming the Quality of delivered Data
- III. User Acceptance Testing after successful Deployment & Commissioning

3.7.4 Payments shall be made promptly by the MMRC within thirty (30) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the MMRC's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed specifications. The Bidder has to submit fortnightly status

reports for all the resources deployed on the project in addition to progress status report for planned vs actual progress at the end of every month.

- 3.7.5 Payment shall be made in Indian Rupees by Cheque drawn on nationalized Bank in the name of bidder.
- 3.7.6 The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract but the taxes, duties, levies etc. shall be paid at prevalent rates.
- 3.7.7 The penalty shall be calculated and deducted from the immediate payment due.
- 3.7.8 It is the responsibility of the bidders to quote for and provide all the H/w and S/w for meeting all the requirements of the RFP. In case during evaluation it is found that certain H/w or S/w which is critical for meeting the requirement of this RFP and has not been quoted as part of Bill of material (BoM), the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional Hardware and Software are required for meeting the RFP requirement and the same has not been quoted by the bidder, the bidder shall provide all such additional hardware/software at no additional cost.
- 3.7.9 The Bidder, in the event of MMRC deciding to discontinue with the services of the Bidder, either during or after the Maintenance Period will transfer the data to the server of the other Bidder or any other location chosen by MMRC and will provide all necessary help to both MMRC and the new Bidder in doing the same. The Bidder will erase the data after transferring the same.
- 3.7.10 Number of resources may vary based on project requirements by MMRC. Payment will be made on actual deployment of resources as per the quotations submitted by the bidder.

3.8 Contract Period

The contract will start as per the date of award of the work order and will be valid for three years from the date of award of contract. Based on the performance, the contract can be further extended for another 2 years with approval of competent authority. The rates quoted by you will be valid for 3 years and thereafter up to 10% increase in price every year for respective heads will be considered, in case of renewal, subject to approval of competent authority.

4 Service Level Agreement

- 4.1 The purpose of this section is to clearly define the service levels which shall be provided by the selected bidder to MMRC, for the duration of this contract i.e. 3 years from the date of Go-Live of the Solution. The SLA are the measures of addressing the requirements needed to be met without expectations and benefits MMRC in following ways:
- a. Increasing satisfaction of the services provided by the bidder
 - b. Reducing the risk of not meeting business requirements
 - c. Better communication and information flows between bidders IT staff and MMRC
 - d. Standards and guidance for bidders staff

e. Greater productivity and better use of skills and experience

4.2 The service levels to be established for the Services offered by the Successful Bidder to the MMRC. The Successful Bidder shall monitor and maintain the stated service levels to provide quality service to the MMRC.

4.3 The Post Implementation SLAs shall prevail from the start of the Operations and Maintenance Phase. However, SLAs shall be subject to being redefined, to the extent necessitated by field experience at the MMRC office and the developments of technology practices globally. The SLAs may be reviewed on quarterly basis as the MMRC decides after taking the advice of the Successful Bidder and other agencies. All the changes shall be made by the MMRC in consultation with the Successful Bidder.

4.4 For any delay in installation and commissioning of the License/Hardware/Software or any milestone post signoff's, MMRC shall charge penalty @ 0.5% of the corresponding milestone value per week or part thereof, subject to a maximum of 10%.

4.5 The rollout of Primavera Enterprise Project Portfolio Management Software shall be Four (4) months and Two (2) months of Core Delivery Team Support post Go-Live.

4.6 Standard Definition used in SLA

The definitions and terms as specified in this RFP with the following terms shall have the meaning as mentioned below:

- I. "Availability" shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted at MMRC.
- II. "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available and excludes the scheduled outages planned in advance for the MMRC and the link failures that are service provider's responsibility.
- III. "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:
$$\text{Uptime} = \left\{ 1 - \left[\frac{\text{Downtime}}{\text{Total Time} - \text{Scheduled Maintenance Time}} \right] \right\} * 100$$
- IV. "Helpdesk Support" shall mean the 16x7 which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- V. "Incident" refers to any event / abnormalities in the functioning of the MMRC Equipment / Services that may lead to disruption in normal operations of the MMRC services.
- VI. "Service Window" shall mean the duration for which the facilities and services shall be available at the MMRC. Service window in this case shall be 16x7.
- VII. "Resolution Time" shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the help desk.

4.7 Criticality of Services

Criticality level-1:

This level shall cover any server related issues like hardware failure, OS failure etc. A critical problem, which affects large number of users / prioritized users / networks / servers e.g. Server UPS, Gateway Routers, Layer-3 and 2 core switches, networked

printers, messaging servers, domain servers and other mission critical server, including their power supplies for servers, routers etc. affecting any segment of the LAN network or connectivity between any two segments including security breach. Denial of services/ Standard Compliance due to total breakdown/ failure of any one of the equipment/ component installed in MMRC. Apart from this hacking of website / data, Virus Attack (Malicious code) effecting Database system, System Software, data etc. leading to total system breakdown/ failure of any one of the equipment/ component installed in MMRC will also come under criticality level 1.

Criticality level-2:

A major problem, which affects the individual user, e.g. PCs, desktop printers, UPS, edge switches hubs etc. Denial of services/ Standard Compliance due to partial breakdown/ failure of any one of the equipment/ component installed in MMRC. However, if the partial denial of services is impacting critical users like Hon'ble CM, Hon. Ministers, Secretaries, Managing Director (MMRC) and other senior officials the incident will come under Criticality level 1. Apart from this Spamming will also come under severity level 2.

Criticality level-3:

Other problems not covered in criticality-1 and criticality-2 items.

4.8

Scheduled downtime

Scheduled downtime means any time when the MMRC services are unavailable because of urgent maintenance activities (viz. maintenance activities required by application or systems that cannot be postponed until the next available or convenient maintenance window, and may include but not limited to restarting applications, rebooting servers, applying patches or fixes, reconfiguring storage allocation, reloading data and making DNS & firewall changes to close security holes) and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to MMRC minimum 24 hrs.in advance.

The bidders have to note that:

- I. For redundant power supplies, if any of the power supply fails and a redundant power supply is available and equipment's are providing services, the down time at the criticality level-3 will be calculated instead of criticality level-1&2.
- II. In case, an equipment remains non-functional for more than allowed minutes of the criticality level, the criticality level will go up for the device to the next higher level (i.e. If an equipment of criticality level-3 is non-functional for more than 480 minutes the 481th minute onwards the criticality level for the equipment will be calculated based on the Criticality level-2) and will keep on escalating to further level if it still remains non-functional
- III. In case, maximum response time is violated after problem is reported to the selected bidder, then criticality level of the reported call would change to next higher criticality level and downtime would be factored accordingly to the new criticality level. (E.g. if problem reported under criticality level 3 is not responded within its defined maximum response time, criticality level would change to 2 and downtime would be factored according to level 2. Further, if the call is still not responded within maximum response time of criticality level 2, call would get escalated to criticality level 1 and the SLA shall be impacted accordingly)

4.9 Working Hours windows

RWH (Regular Working Hours): 9 AM to 6 PM (Monday to Friday) or as required by MMRC.

4.10 SLA tracking and the categories defined

This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the bidder shall be reviewed by the MMRC that shall:

Regularly check performance of the bidder against this SLA.

Discuss escalated problems, new issues and matters still outstanding for resolution.

Review of statistics related to rectification of outstanding faults and agreed changes.

Obtain suggestions for changes to improve the service levels.

For the ease of monitoring, the SLA has been logically segregated in the following categories:

SLA 1: Application monitoring service levels

SLA 2: Patch management service levels

SLA 3: Project Management

SLA 4: Performance Management

The following measurements and targets shall be used to track and report performance on a regular basis. The selected bidder shall not be responsible to any kind of desktop support, however has to support the workstations/ laptops used in the NOC room. Based on SLA performance, QGR would be released on Quarterly basis against performance and subject to verification and clearance from the MMRC's. The penalty is shown in the following table and the maximum cap of total deduction is 10% of QGR.

SLA 1: Application Monitoring service levels

SI No.	Measurement	Target	Severity	Penalty
1	Application monitoring system should alert the system administrator of any	< 11 min	Critical	Nil
		11 - 30 min		0.5% of QGR

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

	application outage within 10 min	> 30 min		1% of QGR
2	If a part of the application is nonfunctional or a service is not running, the system should monitor and alert within 1 hr	< 1 Hr	Medium	Nil
		1 Hr - 4 Hr		0.1 % of QGR
		> 4 Hr		0.5 % of QGR

SLA 2: Patch management service levels

SI No.	Measurement	Target	Severity	Penalty
1	Patch Management	Critical Patches to be implemented within 10 days of patch release	Medium	0.05% of the QGR per day
		Non Critical Patches to be implemented within 15 days of patch release	Low	0.01% of the QGR per day

SLA 3: Project Management

Parameter	Description	Target	Penalty	Validation tools / method
Project setup time	Bidder is expected to mobilize the team for commencement of work	Within 10 calendar days from the date of award of contract	1% of QGR per week or part thereof subject to maximum of 10% of QGR	Team available as indicated in the proposal, Project kick-off meeting, Project management office setup

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Installation, delivery, training and Implementation	Office-wise delivery, installation, training, testing of all components/ equipment required for the system to the satisfaction of the purchaser. The delivery schedule for these equipment will be based on the project plan. 1. System Requirement Study (SRS) 2. Setup 3. Report configuration 4. Refine & Improve 5. Validation	Approved project plan	1% of QGR per week or part thereof subject to maximum of 10% of QGR	<ul style="list-style-type: none"> Post-delivery inspection report (signed by MMRC authority and SI) Implementation completion report duly signed by authorized officer of MMRC Training completion certificate, along with attendance sheets
Project implementation timeline for the solution	Bidder expected to complete the enterprise rollout within months	100% adherence to the timelines given in the project plan. No variation in deadlines.	1% of QGR per week or part thereof subject to maximum of 10% of QGR	<ul style="list-style-type: none"> Project plan and schedule Actual Deliverables User acceptance completion Implementation completion report

SLA 4: Performance Management

S. No.	User Activity	Maximum permissible time	
		LAN	WAN
1.	Menu Navigation - To display the menu as per the defined user role and profile	<1 sec	<3 sec
2.	Screen Opening - To display the selected data entry screen from the menu chosen	<1 sec	<2 sec
3.	Field Navigation - To navigate between the data entry fields in the screen	<1 sec	<2 sec
4.	Look-up response time - To display items from list of values	<1 sec	<2 sec
5.	Look-up response time - To display items from table	<5 sec	<8 sec
6.	Screen navigation - Time taken to navigate from one screen (tab page) to another which does not involve processing in earlier screen	<1 sec	<2 sec
7.	Transaction commit - Response time taken to commit a simple transaction like Store Issue Indent, Stores Receipt Indent etc.	<2 sec	<3 sec
8.	Query Retrieval Response Time - Simple query	<5 sec	<10 sec
9.	Query Retrieval Response Time - medium complexity query	<8 sec	<12 sec
10.	Query Retrieval Response Time - High complexity query	<15 sec	<20 sec
11.	Reports Generation Response Time - Simple report	<5 sec	<10 sec

12.	Reports Generation Response Time - Medium complexity report	<30 sec	<50 sec
13.	Reports Generation Response Time - High complexity report	<1 min	<3 min

SLA Review Process and Penalty

- a. Either MMRC or bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- b. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- c. The MMRC and the bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The bidder will then communicate the resolution to all interested parties.
- d. In case the issue is still unresolved, the arbitration procedures described in the Terms &
- e. Conditions section will be applicable.
- f. The total deduction should not exceed 10% of the QGR.
- g. Three consecutive quarterly deductions of more than 10% of the applicable fee on account of any reasons will be deemed to be an event of default and termination.
- h. The certifications would be obtained by the bidder latest by end of third Quarter of the Operations phase failing which the subsequent QGRs will deferred till the certifications is obtained.

N.B. QGR – Quarterly Guaranteed Revenue

Section: 4

General Conditions of Contract

5 General Conditions of Contract (GCC)

5.1 Governing Law

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

5.2 Settlement of Disputes

5.2.1 Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.8 (2) shall become applicable.

5.2.2 Arbitration:

5.2.2.1 In the case of dispute arising, upon or in relation to, or in connection with the contract between MMRC and the Successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the MMRC and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the MD, MMRC. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

5.2.2.2 Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

5.2.2.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by MMRC and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

5.3 Taxes and Duties

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

5.4 Performance Bank Guarantee

5.4.1 The Successful Bidder shall at his own expense deposit with MMRC within fifteen (15) days of the date of letter of acceptance or prior to signing of the contract whichever is

earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized or Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.

- 5.4.2 The performance guarantee shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
- 5.4.3 This performance bank guarantee will be for an amount equivalent to 10% of the total contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- 5.4.4 The performance Bank Guarantee shall be valid until the end of six months after the completion of the contract with successful bidder. Subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
- 5.4.5 The Performance Bank Guarantee may be discharged/ returned by MMRC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. The Format for Performance Bank Guarantee is provided in ANNEXURE 9.
- 5.4.6 In the event of the Bidder being unable to service the contract for whatever reason MMRC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MMRC under the contract in the matter, the proceeds of the PBG shall be payable to MMRC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MMRC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- 5.4.7 MMRC shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.5 Confidential Information

- 5.5.1 MMRC and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- 5.5.2 The Successful Bidder shall not use the documents, data, and other information received from MMRC for any purpose other than the services required for the performance of the Contract.

5.6 Software Rights

Bidder hereby grants MMRC license to access and use the Software, including all inventions, designs, and marks embodied in the Software.

Such license to access and use the Software shall be:

- I. Nonexclusive.
- II. Perpetual, fully paid up and irrevocable.

III. Valid throughout India.

5.7 Hardware Warranty

All the supplied goods under this RFP scope shall be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

The supplied goods under this RFP shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

The warranty from OEM shall remain valid for active components and passive component for the duration proposed by MMRC after the goods, or any portion thereof as the case may be, have been delivered, installed, tested and accepted by MMRC.

5.8 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

5.9 Force Majeure

5.9.1 The successful bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

5.10 Change Orders and Contract Amendments

5.10.1 MMRC may at any time order the successful bidder to make changes within the general scope of the contract,

5.10.2 If any such change causes major deviation in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 30 days from the date of the successful bidder's receipt of MMRC's change order.

5.10.3 Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

5.11 Extensions of Time

5.11.1 If at any time during performance of the Contract, the successful bidder should encounter conditions impeding timely delivery of the Services, the successful bidder shall promptly notify MMRC in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, MMRC shall evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

5.11.2 Delay by the successful Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable for disqualification for any further bids in MMRC, unless an extension of time is agreed mutually.

5.12 Termination

5.12.1 Termination by MMRC

5.12.1.1 MMRC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (11) of this GCC Clause 5.12.1. In such an occurrence, MMRC shall give a not less than 30 days' written notice of termination to the successful bidder.

5.12.1.2 If the successful bidder does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as MMRC may have subsequently approved in writing.

5.12.1.3 If the successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

5.12.1.4 If the successful bidder, in the judgment of MMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.12.1.5 If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.

5.12.1.6 If the successful bidder submits to the MMRC a false statement which has a material effect on the rights, obligations or interests of MMRC.

5.12.1.7 If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MMRC.

5.12.1.8 If the successful bidder fails to provide the quality services as envisaged under this Contract, MMRC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MMRC may decide to give one chance to the successful Bidder to improve the quality of the services.

5.12.1.9 If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.

5.12.1.10 In the event MMRC terminates the Contract in whole or in part, pursuant to GCC Clause 5.12.1, MMRC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful

bidder shall be liable to MMRC for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

5.12.2 Termination by Bidder

The successful bidder may terminate this Contract, by not less than 30 days' written notice to MMRC, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this GCC Clause 5.12.2:

- 5.12.2.1 If MMRC fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 4.8 hereof, within 30 days after receiving written notice from the successful bidder that such payment is overdue.
- 5.12.2.2 If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- 5.12.2.3 If MMRC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 4.8 hereof.
- 5.12.2.4 If MMRC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by MMRC of the Successful bidder's notice specifying such breach.

5.13 Payment upon Termination

- 5.13.1 Upon termination of this Contract pursuant to GCC Clauses 5.12.1 or 5.12.2, the MMRC shall make the following payments to the Successful bidder:
- 5.13.2 If the Contract is terminated pursuant to GCC Clause 5.12.1 (10) or 5.12.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- 5.13.3 If the agreement is terminated pursuant of GCC Clause 5.12.1. (1) to (3), (4), (5), (6), (7), (8) and (9). The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MMRC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MMRC. Applicable under such circumstances, upon termination, the MMRC may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to MMRC within 30 days of termination date.

5.14 Assignment

The successful Bidder shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party."

Section: 5

Guidelines for Initial filter Bid

6 Guidelines for Initial filter Bid

6.1 Check-list for the documents to be included in the Initial filter Envelope

S No.	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Covering Letter		
2.	Scanned copy of EMD of Rs. 3,60,000 (Rupees three Lakhs sixty thousand Only) & Online payment of Document Fee receipt of Rs. 5,000 (Rupees Five Thousand Only)		
3.	Power of Attorney in favor of Authorized signatory		
4.	Declaration that the bidder(all members in case of consortium) has not been debarred/blacklisted by any Government / Semi-Government organization		
5.	Copy of Certificate of Incorporation		
6.	Work orders and Customer Satisfactory Certificate to support that the Bidder should have experience of implementing atleast one project of Primavera solution with order value not less than 32 lakhs. or should have experience of implementing atleast two project of Primavera solution with order value not less than 24 lakhs . or should have experience of implementing atleast three project of Primavera solution with order value not less than 16 Lakhs.		
7.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor to support that the bidder should have average turnover of INR 5 crore in last three financial years (FY 12-13, FY-13-14, FY-14-15) from IT/ ITeS;		
8.	Copy of the audited balance sheet of the company to support the Bidder should have positive net worth (measured as paid-up capital plus free reserves) for any two of the last three audited financial years(FY 12-13, FY-13-14, FY-14-15)		
9.	Valid documentary proof of Sales Tax / Service Tax / VAT registration number and the details of income tax registration (PAN)		
10.	Copy of Valid and an active SEI CMMI Level 3 or its higher version or ISO 9001 certification as on date of submission of Bid By the Bidder		

6.2 Initial filter Cover Letter

(To be submitted on the letterhead of the bidder)

Place

Date

To

Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Subject: Submission of proposal in response to the RFP for Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

Ref: RFP Notification number

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of IT Agency for the Project **“For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support”**.

We attach hereto our responses to Initial filter requirements and technical & financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MMRC, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MMRC in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

6.3 Format to share Bidder's and Bidding Firms Particulars

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
6.	Company's Service Tax Registration No.	
7.	Company's Permanent Account Number (PAN)	
8.	Company's Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

6.4 Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To

Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Ref: RFP Notification number

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not banned by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MMRC, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

6.5 Format of sending pre-bid queries

Ref: RFP Notification number

Bidder's Request For Clarification				
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Section: 6

Guidelines for Initial filter

7 Guidelines for Initial filter Proposal

7.1 Initial filter Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Sub: Selection of Bidder for the Project "For Supply, Installation, Hosting, Integration and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support"

Ref: RFP Notification number -

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **"Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support "**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **"For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support "**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MMRC or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MMRC.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MMRC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MMRC as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

7.2 Format to Project Citation

S No	Item	Details	Attachment Ref. Number
1	Name of the Project		
2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Initial filter and technical bid evaluation.

7.3 Details of Manpower Resources Proposed

S No	Proposed Position	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
1	Project Manager					
2	Functional Lead(Primavera)					
3	Technical Lead(Primavera)					
6	Any Other					

7.3.1 Format for CV's of Proposed Manpower

A detailed profile of the key staff proposed for the MMRC project, is to be enclosed along with the Initial filter Proposal, in the format given below:

Item		Description	
Name			
Designation / Role			
Academic Qualifications			
Relevant Certification			
Total years of relevant experience			
Total number of similar project executed in the proposed role with brief details of each project			
Certifications			
I, the undersigned certify that:			
To the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.			
I understand that my willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
Name & Signature (Personnel)		Name & Signature (Authorized Representative)	
		Date of signing	

7.4 Project Implementation Methodology

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

- a) The Overall approach to the Project
- b) Details of Proposed Primavera project Management Solution
- c) A detailed description of the solution and solution approach
- d) Implementation Methodology and Deployment Architecture
- e) Strength of the Bidder to provide services including examples or case-studies of similar work (Supply and Implementation of Primavera project Management)
- f) Project Organization and Management Plan
- g) Extent of compliance with the specifications mentioned in the scope of work in the section 3.0 and Annexure 7.5 of the RFP
- h) Project Monitoring and Communication Plan– Bidder’s approach to project monitoring and communications among stakeholders.
- i) Change management methodology
- j) The performance benchmark for the offered solution & services
- k) The constraints, essentials and necessities if any for installation & commissioning of system
- l) Implementation plan– Bidder’s approach to implement the project
- m) Risk Management Plan – Bidder’s approach to identify, respond / manage and mitigate risks
- n) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- o) Escalation matrix during contract period
- p) Disaster Recovery Plan

Note:

- a. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered.
- b. Inadequate information shall lead to disqualification of the bid.

7.5 Functional Requirements compliance

Compliance requirements of Project Management solution. The proposed system shall be compliant to the following requirements. The Tender Committee shall evaluate the functional compliance at the time of Technical Evaluation.

7.5.1. Project Management Requirements Compliance

Req. No.	Functional Requirements	Available out of the box (Yes/No)	Customization Required
PMT.1	The proposed tool should be able to facilitate Project Creation, Initiation and Preparation of Milestone Schedule for the overall project		
PMT.2	The proposed tool should enable creation of Master Schedule		
PMT.3	The proposed tool should enable creation of Work schedule for all projects and link it to the master schedule		
PMT.4	Workflows should ensure Approval of Work schedule by the appropriate approving authority including multiple levels of approval		
PMT.5	Project and Activity Classification feature should be available		
PMT.6	The tool should be able to cater to Scheduling requirements of various projects		
PMT.7	The tool should be able to track the progress of individual and overall project		
PMT.8	The proposed tool should have an underlying Document Management System that shall facilitate storage of approved documents through a workflow based mechanism		
PMT.9	The proposed tool should have the facility to define the Budget for the entire project and make allocations to individual projects		
PMT.10	The tool should have the following functionalities:		
PMT.11	Activity Confirmation		
PMT.12	Resource Planning – Task Allocation, Role Profiles, CVs		
PMT.13	Scope Management & Contract Management		
PMT.14	Risk & Contingency Planning		
PMT.15	Issue Management		
PMT.16	Project Closure and Archival		

PM-01: Project Creation & Initiation

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.01.1	System should provide a project creation and subsequently initiation workflow guiding users to capture key information for project approval and creation		
PM.01.2	System should enable approval of project schedule		

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

PM.01.3	System should have provision for updating/modifying changing the baseline schedule		
PM.01.4	System should have provision for sharing the project schedule to various users based on authorization		
PM.01.5	System should have provision so that the detailed scheduling can take place in an integrated manner		
PM.01.6	System should be able to link various documents/objects activity wise. Document search and retrieval functionalities should be available		

PM-02: Preparation of Master Schedule

Req. No.	Functional Requirement	Available out of the box(Yes/No)	Customization Required
PM.02.1	System should have provision for defining Master Schedule linked with the preliminary Milestone Schedule		
PM.02.2	System should enable approval of project schedule		
PM.02.3	System should have provision for updating/modifying changing the baseline schedule		
PM.02.4	System should have provision for sharing of the project schedule to various users based on authorization		
PM.02.5	System should be able to generate alert/warning at appropriate level in case any activity is due or overdue		
PM.02.6	System should have provision so that the detailed scheduling can take place in an integrated manner		
PM.02.7	System should be able to link various documents/objects activity wise		
PM.02.8	System should provide standard template for different type of projects so that user can adopt the required template		
PM.02.9	User should be able to adopt complete template to create a new project or insert parts of it into an existing project		
PM.02.10	System should be able to capture budget units, Resources and interdependencies between sub projects		

PM-03: Preparation of Work Schedule

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.03.1	Users should be able to breakup project into unlimited number of WBS corresponding to work packages that need to be delivered under that project		
PM.03.2	WBS should support hierarchy and users should be able to create unlimited number of levels.		

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PM.03.3	Each work package (WBS) in a project shall be assigned to respective team for delivery		
PM.03.4	Access control should be provided to authorized resources to modify and update respective work package (WBS) assigned to them		
PM.03.5	Users should be able to plan, detail and update corresponding work package concurrently i.e. multiple users should be able to plan, detail or update their respective WBS and activities in a project concurrently		
PM.03.6	Users should be able to work on multiple work packages in different projects simultaneously i.e. they should be able to open multiple projects and update		
PM.03.7	Users should be able to import schedule from Bidders in form of XML files, Excel Files, Microsoft Project Files and Primavera XER formats at the minimum		

PM-04: Approval of Work schedule

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.04.1	System should enable the approval process for Work Schedule prepared.		
PM.04.2	System should keep proper audit trail of all the schedules submitted for approval.		
PM.04.3	System should enable alerts to concerned person/group about any project requiring their approval		
PM.04.4	System should send an email to the approver based on master data		
PM.04.5	Approved Schedule will be captured as baseline for comparison of actual dates with planned dates at the time of actual execution of project		
PM.04.6	Any change to the Work Schedule after approval will be done through change process		
PM.04.7	In case of change to system should be able to maintain multiple baselines so as to keep record of all approved versions. There should not be any limit on the number of baselines that can be created for any project		

PM-05: Project and Activity Classification

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.05.1	Users should be able to define and maintain project and activity codes based on the Parameters like Type of Project, Region etc. for reporting purposes.		

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PM.05.2	System should enable creation of team hierarchies for the overall project and for individual sub projects with key posts/ roles defined		
PM.05.3	Users should be able to group sort and filter projects and activities based on these codes to create various layouts like Region wise projects, department wise activities, Activities grouped status wise, Activities not finished by due date etc.		
PM.05.4	It should be possible to generate summarization reports based on the projects and activity codes.		
PM.05.5	It should be possible to color code activities based on code values assigned to each activity.		
PM.05.6	Activity and Project codes need to be hierarchical with possibility to define at least six levels.		
PM.05.7	System should support secure codes and users will need special/controlled privilege to be able to view, edit, delete and assign these codes and their values.		

PM-06: Project Scheduling

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.06.1	System should be able to map linkages between different projects, sub projects and the different activities within these projects		
PM.06.2	System should be able to calculate critical path and identify critical activities on real time basis to avoid delays		
PM.06.3	Users should have the option to ignore or consider inter project relationships and constraints while scheduling. In case certain inter project relationships are ignored a flag should be raised for the same		
PM.06.4	Actual progress reported should be considered while rescheduling		
PM.06.5	Users should have an option to make all open ended activities critical		
PM.06.6	Users should have an option of doing resource leveling while scheduling		
PM.06.7	Users should be able to calculate critical path up to an intermediate milestone and for overall milestone		
PM.06.8	Users should be able to calculate multiple float paths		
PM.06.9	Users should be able to calculate a program critical path cutting across multiple projects identified as part of that program		

PM-07: Baseline Management

Req. No.	Functional Requirement	Available out of the box(Yes/No)	Customization Required
PM.07.1	System should allow users to define baseline categories and group baselines under respective category		

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PM.07.2	Users should be able to create multiple baselines. There should be no limit on the number of baselines that can be created for a project		
PM.07.3	Project Manager should be able to selectively update the baseline to accommodate scope changes		
PM.07.4	Monthly trend analysis needs to be facilitated by baselines		
PM.07.5	Users may take a snapshot of current project as baseline or assign another project as baseline to the current project		
PM.07.6	Project Manager should be able to restore the project to any previous baseline		
PM.07.7	Users should be able to perform variance analysis using user specific baselines. Corporate reporting should be only on Project specific baseline		
PM.07.8	Users should be able to compare project simultaneously with multiple baselines to facilitate best effort schedule v/s customer committed schedule reporting from the same project		

PM-08: Progress Tracking

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.08.1	System should give alerts to concerned person/ department in case there is delay in achieving some milestones by more than specified time duration. System should give Schedule vs. Actual date comparison for activities of approval stage as well as execution phase		
PM.08.2	Actual progress of the project should be available along with project schedule along with Schedule slippages, revisions in planned schedule, cost escalations		
PM.08.3	System should enable users to identify quality related issues and link them to respective activities or work package		
PM.08.4	System should enable project wise progress monitoring and allow for milestone trend analysis		
PM.08.5	Budget vs. Planned vs. Actual cost		
PM.08.6	System should be able to facilitate Project review meeting with multiple review layouts. Individual project progress and overall project progress in terms of percentage completion		
PM.08.7	Incomplete activities, critical path impact analysis		
PM.08.8	Contract, Payments, Deliverables status		

PM-09: Document Management

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.09.1	All the documents should be available online in the system		
PM.09.2	Document management system shall enable tracking, indexing, and searching of multiple versions of supporting documents attached to various modules within the application		
PM.09.3	Users should be able to create place holders for documents linked to project activities to identify documents that need to be created as part of executing the activity		
PM.09.4	System should support approval cycles to enable review and approval of documents		
PM.09.5	Users should get notifications when a document is assigned to them for review		
PM.09.6	System should allow for the creation of shared document space for the respective teams. The access to documents stored here will be restricted and will be controlled by the owner		
PM.09.7	The system should allow the user to store the document either as public – available to all users of the system OR Private- Available to only to the particular group OR to specific persons only		
PM.09.8	System should provide a provisioning mechanism of the document space based on request and approval		
PM.09.9	Provision to increase the storage space allocation for any particular team by the system admin		
PM.09.10	Provide mechanism to perform search on documents stored in the project Management System		

PM-10: Budget Planning

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.10.1	System should provide ability to create funding heads / budget heads		
PM.10.2	Project manager should be able to budget time, cost and resources required for the project		
PM.10.3	Project manager should be able to plan budget on a time line thus should be able to derive monthly, quarterly or annual budgets based on the project budget		
PM.10.4	System should facilitate top down distribution of budget		
PM.10.5	Project Manager should be able to review budget allocated under various heads		
PM.10.6	System should provide option to record proposed, approved and rejected changes to the budget in the budget log		
PM.10.7	Project Manager should be able to track unallocated budget at all times		

For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

PM.10.8	System should support computation of various metrics such as Earned Value Computation (EVM) including cost variance and schedule variance		
PM.10.9	System should provide variance reporting		

PM-11: Risk & Contingency Planning

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.11.1	System should provide ability to create risk register to identify and document various risks linked to the project		
PM.11.2	Users should be able to define risk categories and group risks as per the defined categories		
PM.11.3	Users should be able to link risks to respective activities impacted by each risk		
PM.11.4	System should provide ability to score risks based on their impact on schedule, cost and quality of the project		
PM.11.5	System should enable qualitative assessment of risks		
PM.11.6	Users should be able to prepare and capture contingency plan for each risk		
PM.11.7	System should track the expenses towards each risk & contingency allocated for the same		

PM-12: Activity Confirmation

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.12.1	Activity progress updated in the system should roll up to WBS and Project level		
PM.12.2	System should enable tracking of actual effort put by each resource		
PM.12.3	System should enable users to record progress by means of steps or checklist completion		
PM.12.4	Users should be able to report progress based on deliverable progress against each activity		
PM.12.5	Activities should support Physical, Unit based and duration based progress reporting		
PM.12.6	Users should be able to report progress in terms of % complete or by remaining units		
PM.12.7	Users should be able to record expected finish dates for each activity		
PM.12.8	System should allow putting activities in suspended state		
PM.12.9	System should provide provision to link each activity with corresponding calendar which might be different from Project default calendar		
PM.12.11	System should support configurable workflow for reporting any milestone completion		
PM.12.11	System should allow the user to attach documents at the time of reporting milestones		

PM-13: Resource Planning

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.13.1	System should provide ability to define resource pool to be used while planning		
PM.13.2	System should provide detail of the manpower associated with the projects under executions		
PM.13.3	System should provide resource look up and selection based on skill set and proficiency level. The entire process should be captured in the system		
PM.13.4	Users should be able to categorize and classify resources based on resource codes		
PM.13.5	Master data to be maintained which will consist of standard number of man-hours required against each project/ module/ sub module. This shall be the basis for assigning the number of man-hours		
PM.13.6	Clubbing of employees of different grades, who are carrying out similar activities in same area should be possible		
PM.13.7	System should have provision for marking the personnel who can be allocated the project		

PM-14: Issue Management

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.14.1	System should provide means to record an Issue in the system at an individual project level		
PM.14.2	System should initiate a workflow for validation of the issue		
PM.14.3	System should support creation of Issue Management Analysis and Action Plan		
PM.14.4	System should support reporting and tracking of issues at a consolidated and individual project level		
PM.14.5	System should support creation of recommendations for issues and initiate workflows for approval		
PM.14.6	System should support conversion of an Issue into a task at a project/ program level or into a change request		
PM.14.7	System should support closure of Issue post verification		

PM-15: Scope Management

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.15.1	System should provide means to record a change request in the system at an individual project level		

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PM.15.2	System should provide reporting on schedule and cost impact of change at individual and overall project level		
PM.15.3	System should support creation of business case for change		
PM.15.4	System should initiate a workflow for approval of change request		
PM.15.5	System should support tracking and closure of change request activity under the sub project		

PM-16: Project Closure and Archival

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.16.1	System should provide mechanism to tag status (Active, Planned, Closed etc.) on a Project		
PM.16.2	Project Manager should be initiate project closure and after obtaining necessary approvals he should be able to mark it closed		
PM.16.3	The system should allow for the project to be archived and make the template available for similar new projects		
PM.16.4	The system should allow the project manager to tag closure documents and submit a project appraisal report		

PM-17: Data Gathering

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.17.1	The system should support creation of forms and templates for data gathering from the fields and division offices		
PM.17.2	The system should support consolidation of data gathered into master templates		
PM.17.3	System should support export of this data into Microsoft excel and other flat files		
PM.17.4	System should enable tracking of completion of data gathering exercise and generate reports on completion status based on region, division offices etc.		
PM.17.5	System should support export & Import of this data into/ from Microsoft excel and other flat files		
PM.17.6	The system should support workflow for approval/ confirmation		

PM-18: Reporting Requirements

Req. No.	Reporting Requirement	Available out of the box (Yes/No)	Customization Required
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For Supply, Installation, Hosting and Commissioning of Project Management (PM) System in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

PM.18.1	Monthly/ Quarterly /Annual report(Region wise) for completed/under process activity		
PM.18.2	Exception Report for due/overdue activity		
PM.18.3	Planned date for activities		
PM.18.4	Planned cost report for the project		
PM.18.5	Exception Report for due/overdue activity		
PM.18.6	Detail status of any project		
PM.18.7	All the documents object linked to the project		
PM.18.8	Planned date for activities		
PM.18.9	Planned cost report for the project		
PM.18.10	Cost reports: Budget v/s plan v/s actual		
PM.18.11	Project structure reports: Plan v/s actual dates		
PM.18.12	Project version comparison		
PM.18.13	Comparison between project versions		
PM.18.14	Summary status of all Projects		
PM.18.15	System should have provision for defining template for different type of work packages		
PM.18.16	Schedule vs. Actual date comparison for activities		
PM.18.17	Milestone trend analysis		
PM.18.18	Budget vs. Planned vs. Actual cost		
PM.18.19	Project progress in percentage of completion		
PM.18.20	Contract closing status		
PM.18.21	Status of pending issues pertaining to a project		
PM.18.22	Periodic package wise/Project Wise/Region wise progress report of activities bringing out exceptions and critical issues		
PM.18.23	Region wise/Period wise report for the live project/work package depicting at which stage they are		
PM.18.24	Program Wise summary and MIS report bringing out milestones and critical issues for top management		
PM.18.25	Budget vs. plan vs. actual cost grouped, sorted and filtered based on project and activity codes		
PM.18.26	Project Structure Report with Scheduled dates, basic dates, Critical Path		
PM.18.27	The reporting module should have provision for (a) Drill Down on reports from Gross level to Individual Project to Task level; (b) Graphical/ Chart Based reporting with Drill Down; (c) Allowing the user to Subscribe to specific reports; (d) Download to Excel/ other flat file format		
PM.18.28	Workflow reports and Ageing reports		
PM.18.29	User Dashboards		

PM-19: Collaboration (Additional Feature, Non-Mandatory)

Req. No.	Functional Requirement	Available out of the box (Yes/No)	Customization Required
PM.19.1	System should provide a collaboration site where different users can post their comments, ask questions and start a discussion thread		
PM.19.2	System should provide for a built-in chat room that allows everyone on the project to discuss and collaborate on various tasks and activities		

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PM.19.3	System should provide for creating a micro blog, where team members can view and write comments and share ideas		
PM.19.4	System should allow for broadcasting of messages and themes from leadership team, including videos		

System Architecture Requirements

Req. No.	Architecture Requirements	Available out of the box (Yes/No)	Customization Required
PMT.SA.1	The PMT shall employ a web-based interface that allows users to quickly and easily enter data, initiate transactions, access information, and leverage analytics & reports as needed		
PMT.SA.2	The system shall allow project managers to import project information from Microsoft Project to a new project. Projects that have been imported or exported shall then be synchronized. Any information that is shared between projects in both applications is updated during synchronization		
PMT.SA.3	The application shall integrate with any SMTP-compliant mail server, including Microsoft Exchange, UNIX, and others		
PMT.SA.4	The application shall be 100 percent web based, and all standard user access is delivered through dynamic hypertext markup language (HTML) pages. The protocol used between the client and the application server shall be HTTP or HTTPS, with no code required on an end user's computer		
PMT.SA.5	The system should be available on internet and extranet. Users should be able to access the application using Secure Sockets Layer (SSL) while accessing through internet		
PMT.SA.6	The system should support all features on last 2 versions of following browsers: Internet Explorer Safari Chrome Mozilla		

Security Requirements

Req. No.	Security Requirements	Available out of the box (Yes/No)	Customization Required
PM.S.1	Dashboards and user access shall be governed by role-based security. User passwords are required to be encrypted in the database. Data encryption shall be supported down to the field level		
PM.S.2	The application shall enable support for self-administration features such as password reset. Strong		

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	passwords and password expirations must be able to be mandated by the administrator		
PM.S.3	Tracking changes and user engagement in processes shall be performed automatically by the application, thereby providing enhanced visibility and control to maintain compliance and reduce costs. Field level security and auditing shall also be a capability within the application where compliance or risk is at issue. Automatically creating audit trails for changes and approvals/rejections shall also be inherent in the application to provide audit traceability for historical reference		
PM.S.4	Access control shall be supported for integrations with LDAP, Microsoft Active Directory and any other LDAP compliant data sources		

Section: 7

Guidelines for Financial Proposal

8 Guidelines for Financial Proposal

8.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Subject: Submission of proposal in response to the RFP for Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "**Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) with its implementation maintenance support**" in accordance with your Request for Proposal dated [*Insert Date*] and our Initial filter. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MMRC. This amount is exclusive of Taxes as listed at ANNEXURE 8.2 attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (120 days) from the date of submission of Bid. We undertake not to sub contract the work of more than 25% of the total value of the Contract.

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

8.2 Financial Proposal Format & Instructions

Ref: RFP Notification number

8.2.1 Financial Proposal Format (Exclusive of all taxes)

8.2.1.1 Consolidated Cost Summary

Sr. No.	Particulars	Total Amount in Figure (Rs.)
A.	Implementation Cost (Capex: A1+A2+A3)	
1.	PMS License Cost	A1
2.	Implementation Cost (Manpower for Installation, Customization, Training and Deployment)	A2
3.	Hardware and related Software cost for On premise deployment	A3
B.	Operation Cost (Opex: B1+B2)	
1.	Hosting, Operation and Maintenance Cost (AMC) for 3 years	B1
2.	Application Support and Maintenance Cost of PMS systems for a period of 3 years post Go-Live (Manpower cost on Man Month basis)	B2
Grand total in words (A+B):		

8.2.2 Break up of Consolidated Cost Summary

8.2.2.1 Primavera License Cost

Sr. No.	Particulars		Unit Cost	No. of Units	Total Amount in Figure (Rs.)
A.	License Cost	P6		50	
		Risk		2	
Grand total in words					

8.2.2.2 On Premise Hardware Cost

S. No.	Component*	Configuration	Unit Cost	Product/OEM	Proposed Qty.	Total Cost (Exclusive of all Taxes)
1.	Server (give details)				1	
2.	Server OS(give details)					
3.	Database (give details)					
4.	Any other (Pls. give details)					

Note:

OEM's for Hardware Should be part of Gartner's quadrant or IDC report for the respective category for 2014 or 2015 or latest

8.2.2.3 Hosting, O&M Cost for 3 years:

S. No.	Particulars	AMC Cost: Year 1	AMC Cost: Year 2	AMC Cost: Year 3	Total AMC Cost for 3 Years	AMC Cost: Year 4*	AMC Cost: Year 5*
1.	Primavera License- AMC						
2.	Other related hardware and software Services if any- AMC (Give Details)						
3.	Total						

**AMC cost to be provided for additional 2 years for rate only*

8.2.2.4 Manpower Requirement for Application Support and Maintenance of 3 Years:

S. No.	Resource Name*	No. of resources	Man Month Rate	Man Month efforts: Year 1	Man Month efforts: Year 2	Man Month efforts: Year 3	Total No. of Months	Total Cost
1.	Project Support (On Site)	2		100 %	100 %	100 %	36	
2.	Total							

Note:

MMRC reserves the right to increase or decrease resources or tenure of the Support contract. Payment for the resources would be made at actual deployment. The rates shall remain valid for a period of 3 years from the date of award of contract.

8.2.2.5 Change Request Manpower Cost

Manpower Cost- Below is the table in reference to Change Request which defines the cost of each resource which would be considered in implementation/O&M

Sr. No.	Resource Name	Man Month Cost (Amount in Rs.)
1.	Project Manager	
2.	Team Lead/Project Lead	
3.	Functional Lead - Primavera	
4.	Technical Lead - Primavera	
5.	Integration Expert	
6.	Project Support	
7.	Sr. Software Developer	
8.	Software Developer	
9.	Tester	
10.	Any Other (Please Specify)	

Note:

1. Quantity mentioned are indicative and for rate only. Payment will be made as per approved actual quantity based on the unit rate as required by the solution implementation. The rates shall remain valid for a period of 3 years from the date of award of contract.

8.2.3 Instructions:

- I. The rate quoted shall be inclusive of cost of detailed scope of work mentioned in Section 3.0 of the RFP document.
- II. The quoted rates should be inclusive of all operational costs to render services as per the scope
- III. All the prices are to be entered in Indian Rupees ONLY
- IV. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items.
- V. Service Tax and all other related charges, duties etc. shall be paid as per the prevailing rates at the time of releasing the payments

Annexures

9 Annexure- Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as "Contract") with you for "**For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support**", in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to

establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against MMRC; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual

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obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2014.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

10 Annexure- Non-Disclosure Agreement

[Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, Mumbai Metro Rail Corporation on the one hand, (hereinafter called the "MMRC") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

1. The "MMRC" has issued a public notice inviting various organizations for provision of for "For Supply, Installation, Hosting, Integration and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support";
2. The Bidder, having represented to the "MMRC" that it is interested to bid for the proposed Project,
3. The MMRC and the Bidder agree as follows:
 - a) In connection with the "Project", the MMRC agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MMRC operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
 - iii. use the information only as needed for the purpose of bidding for the Project;
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MMRC, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b) is or becomes publicly known through no wrongful act of the Bidder; or
 - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MMRC to the Bidder.
6. MMRC will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. MMRC reserves the right to share the information received from the bidder under the ambit of RTI Act.
8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MMRC to the Bidder, the MMRC shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MMRC is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MMRC on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MMRC, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MMRC forthwith after receipt of notice, and (iii) upon request of the MMRC, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MMRC and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the MMRC be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MMRC and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :
Date :
Time :
Seal :
Business Address:

11 Annexure- Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **"Request For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support"**, including signing and submission of all documents and providing information / responses to the MMRC, representing us in all matters before MMRC, and generally dealing with the MMRC in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____
Name:
Designation:
Date:
Time:
Seal:
Business Address:

Accepted,

(Signature)
(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

12 Annexure- Declaration of Data Security

To,
Executive Director (Electrical)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that MMRC shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody of data during processing.

We also certify that the data will not be taken out of the MMRC's premises on any media. The original input data supplied to us by Survey Bidder/ MMRC and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of MMRC. We shall abide by all security and general instructions issued by MMRC from time to time.

We also agree that any data from our computer system will be deleted in the presence of MMRC official after completion of the project task.

Thanking you,

Yours faithfully,

13 Annexure- Agreement Format

THIS AGREEMENT made the day of 2015 BETWEEN Mumbai Metro Rail Corporation Limited having its office at 1st Floor, Namttri Building, Behind MMRDA, Near Jetwan, Bandra Kurla Complex, Plot No, R -13, E Block, Bandra (East), Mumbai 400051 (hereinafter referred to as "MMRC") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

M/s <Name of the Bidder> having its office at <office address of the bidder> which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns of the Second Part.

WHEREAS the contractor has tendered for providing services to MMRC as per the terms and conditions mentioned in the Request for Proposal (from herein after referred to as "RFP") "For Supply, Installation, Hosting and Commissioning of Project Management (PM) system in Mumbai Metro Rail Corporation (MMRC) along with its implementation and maintenance support" dated <date of release of RFP> and the all subsequent corrigendum's published document, as per the Commercial Bid submitted in response to the RFP dated <date of release of RFP >. Whereas such tender has been accepted and the contractor has provided Bank Guarantee to MMRC, Mumbai for the sum of Rs. <amount of the bid>.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the RFP No: <Ref no of RFP> issued on <date of issue of RFP> and all subsequent communications through letters / emails and clarifications/corrigendum issued which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP/LoI and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 180 days from the date of completion of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to MMRC under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of <duration of the contract> from the date of entering into the contract, but MMRC may cancel the contract at any time upon giving 30 days' notice in writing without compensating the contractor.

All terms and conditions as specified in the RFP, clarifications / corrigendum issued in regards to the RFP <ref no RFP> as has been mentioned above in the document shall stand enforce unless has been expressly agreed to in writing by both the parties.

The Contractor shall be responsible to abide and shall be liable to deliver the requirements/deliverables as has been specified to in the RFP, clarifications / corrigendum issued in regards to the RFP. No. <ref no RFP> and Letter of Acceptance No: <LoI number> dated <date>

IN WITNESS whereof the said Contractor hath set his hand hereto and MMRC has affixed his hand and seal thereto the day and year first above written.

Signed, sealed and delivered

By

Executive Director (Electrical)

For and on behalf of

Mumbai Metro Rail Corporation Limited

Witnesses:

(1)

(2)

Signed, sealed and delivered

By

For and on behalf of

M/s <Name of Bidder>

Witnesses:

(1)

(2)