



REQUEST FOR PROPOSAL

Requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)

Ref Number:

Date:

Tender document Amount: Rs. 2000/-

**Information Technology Cell
Mumbai Metro Rail Corporation Limited
5th Floor, A wing, Old MMRDA Building,
Bandra Kurla Complex, 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
MIS	Management Information System
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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)"** 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	02.09.2016
2.	Name of the project	RFP for "Provision of Facility Management Services of IT Infrastructure in offices of Mumbai Metro Rail Corporation (MMRC)"
3.	RFP Document Download Start Date & Time	From 02.09.2016 at 11.00 am (IST) to 23.09.2016 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 09.09.2016 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	09.09.2016 at 3.00 pm Address: Meeting Room, 5 th Floor, A wing, MMRDA Old Building, BKC, Mumbai-400051
7.	Last date (deadline) for Submission of bids	23.09.2016 till 5.00 pm(IST)
8.	Online Control Transfer Of Bid	23.09.2016 from 5.01 pm to 26.09.2016, 12.00 pm
9.	Date and time of opening of Initial filter bids	26.09.2016 after 12.01 pm (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. Singh, Dy. GM (L&E) 5 th Floor, A wing, 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. 23,000/- (Rupees Twenty Three Thousand Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 2,000 (Rupees Two Thousand Only)
3.	Bid Validity Period	One twenty (120) days from the date of opening of Financial bid

For requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)

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	Within fourteen (14) working days of the date of issue of work order/LOA or as intimated in the work order/LOA issued by 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.

2.2 Purpose

The purpose of this RFP is to seek the services of reputed, competent and Professional firm/agency, which shall provide facility management service with comprehensive maintenance of IT Infrastructure in offices of MMRC. 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 Sub-Contracting Conditions

Consortium, joint venture, subcontracting & 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. 1, 00, 000 (Rupees One Lakh 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.

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 opening of financial 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 (Envelope A), Initial Filter criteria (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 Initial Filter criteria will qualify for Financial Evaluation.
- 2.20.4 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.
- 2.20.5 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 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.	Certificate of Incorporation/Registration
PQ2	Turnover	The bidder should have minimum average turnover of INR 1 Crore in last three financial years (FY 12-13, FY-13-14, FY-14-15)	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor and Copies of CA certificate

PQ3	Capability	The Bidder should have experience of providing Facility Management Service at least one Organization with order value not less than 9.6 lakhs or Should have experience of providing Facility Management Service at least two Organizations with order value not less than 7.2 lakhs or Should have experience of providing Facility Management Service at least three Organizations with order value not less than 4.8 lakhs in the last 3 years	Satisfactory Service Certificates from the client and copy of Work Order/Purchase Order / Contract Agreement
PQ4	Relevant Experience	The bidder shall have provided minimum 5 technical staff for "Facility Management Services" in at least 3 organization with a minimum of 100 users in each Organization in last three years.	Copy of Work Order/Purchase Order / Contract Agreement/ Client Certificates
PQ5	Manpower strength	The bidder shall have on payroll, strength of at least 20 technical staff in each of the last three years.	Letter from authorized signatory of the company or by HR Head of the company on company letterhead with company stamp

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 financial evaluation.
- 2.22.3 The evaluation of the initial filter Proposals will be carried out in the following manner:
- 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. In order to qualify for the opening of financial proposal, the Bidder must qualify the Initial Filter criteria.
- b. The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- c. MMRC reserve the right to accept or reject any or all bids without giving any reasons thereof.
- d. MMRC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.24 Financial Bid Evaluation

- 2.25.1 The financial proposal of only the qualified Bidders based on Initial Filter 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.

2.25 Award of Contract

2.25.1 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.

2.25.2 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.

2.25.3 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.

2.25.4 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.

2.26 Non-Disclosure Agreement (NDA)

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

2.27 Instructions for Proposed Resource

- 2.27.1 The Bidder is required to provide atleast five CVs for each of the positions specified.
- 2.27.2 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.
- 2.27.3 Only the relevant Projects of each resource person may be detailed in the CV.
- 2.27.4 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.
- 2.27.5 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.
- 2.27.6 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.

2.27.7 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.

Section: 3

Scope of Work

3 Scope of Work

3.1 Background

MMRC has implemented Local Area Network in its offices. LANs are done for individual offices independent of each other in a phased manner. MMRC has two offices located at Bandra-Kurla-Complex, Bandra (E).

The main Office at Namittri building has 5 floors. The Other office at MMRDA old building has 2 floors of MMRC. There are two Internet leased lines of 10 Mbps at the two offices. There are around 9 switches and 4 routers/load balancers in the two buildings. There are around 8 Wi-Fi routers for conference rooms, HOD's cabins and common areas. There is a hardware based Video Conferencing solution in the Meeting Room.

MMRC is presently in process of implementing ERP, e-office and intranet under e-governance which will need LAN connectivity throughout MMRC offices. Also, given the fact that all the PCs are not interconnected, it is difficult to manage them remotely and administer common policies for them, thus at present the management is done manually, individually for each desktop PC, LAN components, Wi-Fi, PC and peripherals located across MMRC offices.

3.2 Project Objective

The objective of this project is to provide facility management services for maintenance of IT Infrastructure at MMRC Offices. MMRC intends to avail the FMS for a period of 1 year initially which is extendable for another 2 years based on performance and yearly review. If during the review, the performance of the selected bidder is not found appropriate then MMRC at its discretion may terminate the contract.

Bidder shall provide two dedicated FMS engineers, one for Namittri building and one old MMRDA building located at Bandra Kurla Complex. The FMS resources shall be a single point of contact for the particular offices listed above. The software features for IT helpdesk, Desktop Management and Network Management are provided in Section 7.1 Page no.60. The space and furniture (table, chairs, etc.) for setting up the infrastructure as well as the raw power connections and telephone line shall be provided by MMRC. After completing the contract period bidder will vacate the place provided by MMRC. The bidder shall provide below mentioned services under Facility Management service;

- Helpdesk support
- Asset Management
- End User IT Support
- Network Management and Monitoring
- IT Network Security, Antivirus Management and Compliance
- Server Management
- Comprehensive Maintenance of IT Infrastructure in MMRC Offices

3.2.1 Helpdesk support

The bidder shall provide required helpdesk support which includes but not limited to the following activities:

- Call Logging : Through mail/phone/walk-ins
- Call resolution and Closure
- Call escalation

3.2.2 Asset Management

Bidder shall record all IT Hardware, located across various MMRC offices covered under the scope of this RFP. The desired asset management service shall cover all necessary required activities but not limited to the following activities:

- a. Create hardware asset database by recording information like configuration details, serial number, asset code, warranty etc. Complete hardware inventory covering for Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment etc.
- b. Auto discovery of new IT hardware
- c. Record all installation of new machines
- d. Create Software inventory with information such as License, Version Numbers and Registration Details. Identify unlicensed software installations. Know who is running prohibited software.
- e. Software License Management
- f. Register all software procured by department with respective OEMs
- g. Notifying Department on licensing contract renewal
- h. Ad-hoc and scheduled asset management audits
- i. Periodic reports of the audit
- j. Record of movement of asset within and out of the MMRDA locations. Generation of gate-pass for movement of asset out of the building. Updating the asset database. Generation of exception report when returnable asset are not returned back within the stipulated time.

3.2.3 End User IT Support

The bidder shall be responsible to support IT Infrastructure across MMRDA locations. It includes Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment etc. The desired support service shall cover all necessary required activities but not limited to the following activities:

- a. Maintaining desktop/client OS software, Network management, etc as and when required and provide services, such as relocation of PCs, or adding or removing accessories, attachment or other devices/peripherals. Support for Anti-virus scanning, e-mail, Internet access, LAN connectivity.
- b. Configuration of print server and resolving all printing problems of users.
- c. Arranging/downloading from Internet and loading of drivers of peripherals, as and when need arise.
- d. Configuration/reconfiguration of client machines to ensure optimum network connectivity and applications/service availability to all users.
- e. Bidder shall provide first level assistance to the MMRC users in operations of PC, Printer and software so that the users can perform their work smoothly.
- f. Client configuration of MS Office clients.
- g. Installing, reloading, reconfiguring of any desktop/office automation software-mail clients, browsers, applications, clients of any application etc., as and when required.
- h. Re-establishing the network connectivity and application availability after any hardware/software failure.
- i. Backup of the data as per the backup policy defined by MMRC.
- j. Archival of the Backup as per the MMRC backup and archival policy.
- k. In case of hard disk failure, the bidder shall make all attempts possible to retrieve the data and transfer to the new hard disk. The Hard disk should be of same make and have capacity, specification equal to or higher than the original hard disk.
- l. Making its own arrangement to get all system software bug fixes, patches, and upgrades from Internet or the concerned software principals.
- m. Anti-virus updating across the desktops and also updating of Patches from a central location.

3.2.4 Network Management and Monitoring

Network Management Services for IT Infrastructure shall be provided by the bidder which shall include all activities required to be done for optimum utilization of the Networks and ensuring the availability of applications but not limited to the following activities:

i. Regular Activities

- a. Daily monitoring of LAN, WAN, Wi-Fi, Internet connectivity and speed or manual testing, troubleshooting and reporting the status to the IT cell, MMRC.
- b. Regular Backup of Configuration of all routers and switches.
- c. Configuration/Reconfiguration of Layer-3 and Layer 2 switches, Hubs, Nodes, Servers etc. for network connectivity, as and when required.
- d. Maintain an updated inventory/asset list of complete IT network infrastructure.
- e. Mac binding of equipment for secure WIFI access.
- f. Daily Monitoring of Internet and connectivity with other locations and reporting the status to MMRDA and coordinating with bandwidth service provider.
- g. Provide services for link/devices augmentation/deletion, relocation/connection/disconnection etc., as and when required.
- h. Protocol migration to any other protocol, as and when required. Protocol configuration on any new router / switch as per existing routing protocol
- i. Maintain and update IP address list and optimum management of IP addresses
- j. Maintain an updated document for LAN & WAN diagrams with relevant details.

ii. Optimizing Activities

- a. Data usage monitoring and bandwidth management for optimum usage for each application/service/locations and performance of the Network.
- b. Overall performance monitoring and usage statistics of the Network

iii. LAN Audit Services

The LAN audit shall be held every six months which will have below mentioned deliverables:

- a. Top N Applications in the network
- b. Top N Talkers in the network
- c. Internet Usage
- d. Switch statistics
- e. Router Statistics
- f. Network Error, Collision & Utilization statistics
- g. Application response time analysis
- h. Recommendations based on the audit results

3.2.5 Server Management

- i. Proxy Server
 - a. Proxy server configuration and tuning and monitoring
 - b. Proxy server System Administration
 - c. Proxy Software Installation and configuration
 - d. Restoration of Proxy Server
 - e. Daily analysis of error and access logs
 - f. Updating and modifications if any are required

3.2.6 Network Security, Antivirus Management and Compliance

Manning, operation and maintenance of Servers and allied IT security related products/equipment. The task also includes:

- a. Management and Monitoring of all Security related devices (hardware and software) on regular basis from Internal and external known /unknown vulnerabilities.
- b. Bidder should follow and maintain the IT security policy as per MMRC & GOM norms. Corrective action in case of failure of any security related devices (hardware and software).
- d. Monitoring of / Regular patch and version upgrades on UTM, servers, Domain Controller, Antivirus and any other security related devices (hardware and software).The proactive action is required.
- e. Creating the rules and policies in servers for the users as per MMRDA instructions. Maintaining the proxy logs and usage patterns.
- f. Antivirus Management

The bidder has to ensure that entire MMRC network, Servers, Desktops, Laptops remain virus/worm free. Any potential virus/worm threat on the managed infrastructure shall be brought to notice of MMRDA. The bidder shall take suitable preventive action, in consultation with the antivirus vendor to ensure that the IT infrastructure remains virus free. The bidder shall ensure that action against the potential virus outbreak is started at the earliest so that MMRC network remains protected. It is the bidder responsibility that all the system/servers antivirus updates are updated regularly. The bidder is also responsible for bringing the machine up after a virus attack.

3.2.6 Reporting

The bidder should provide following reports but not limited to as detailed below. The report format and frequency shall be finalized, in consultation with MMRC.

- Asset Management report
- Software Inventory report
- Stand by, Spare Part Inventory report
- User Support report
- Attendance report

3.2.6 Resourcing

The resources should have experience in Windows, Linux OS, Apple OS, Microsoft Exchange, Networking including dlink, Cisco and Network equipment of other manufacturers. The bidder shall deploy minimum two resources at MMRC. The bidder should submit a statement of the personnel deployed, clearly mentioning their qualification, designation and previous experience in the similar field. The resources should be available on all working days or as on when required by MMRC. The requirement along with qualification, certification and experience details for resources are mentioned in section 3.3.

3.3 Manpower Requirement

- I. The bidder shall be required to deploy two dedicated FMS resources.
- II. The qualifications of FMS resources is detailed below.

Table: Manpower Qualifications		
Manpower	Responsibility	Minimum Qualifications
Computer Technician cum Network Technician	<ul style="list-style-type: none"> • Manage Desktops, Printers, Laptops, Tablets related issues • Manage Network Infrastructure, LAN, Network Switches, Cabling, Internet uptime and Downtime, Video Conferencing Solution etc. • Microsoft, Mac, Linux Operating System, Installation, configuration and troubleshooting; Activities like data backup/restore, antivirus update, patch management etc 	<ul style="list-style-type: none"> • Graduate in any Discipline AND Diploma in Computer Hardware and Networking with course duration of minimum 1 year from Govt. Recognized institution • Relevant Exp.: 3 yrs. • Languages known :Hindi, English, Marathi • Should have experience in Government projects

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
	<ul style="list-style-type: none"> • Installation & configuration of Switch, Router, modem and other Network equipment. • Managing Office Applications, productivity applications like MS Office, email, autocad etc. • Coordination with OEMS for call logs and resolution. • Any other IT support related work as per MMRC's requirement 	

3.3 Project Timelines

The bidder is required to deploy the two FMS resources within 7 days from the date of issues of LOA post approval from MMRC. There will be a penalty of Rs. 2000 per week of delay for deployment.

3.4 Payment Terms

Payment shall be made on quarterly basis on submission of Quarterly status reports. In case the Manpower deployed at MMRC is not available for any day, a standby replacement has to be provided the same day.

3.5 Project Deliverables

The resources deployed shall submit weekly status reports for Asset management, Inventory management, Call management etc.

3.6 Contract Period

The contract will start as per the date of award of the work order/LOA and will be valid for Two years from the date of award of contract. Based on the performance, the contract can be further extended for another 1 year with approval of competent authority. The rates quoted by you will be valid for two years and thereafter up to 10% increase in price per year will be considered, in case of renewal, subject to approval of competent authority.

4 Service Level Agreement and Penalty

In case the Manpower deployed at MMRC is not available for any day, per day rate calculated on the basis of Man Month rate applicable shall be deducted based on number of days of absence. In case

the resource deployed is replaced within 3 months by the Bidder, 10% of monthly payment due shall be deducted. Penalty charges should be limited to the 10% of corresponding payment milestones.

4.1 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 9x5 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 9x5.
- 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.

4.2 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.

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.

Criticality level-3:

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

4.3 Desired Response Time and Resolution Time

Time	Criticality Levels		
	Criticality Level - 1	Criticality Level - 2	Criticality Level - 3
Response Time	Within 15 minutes	Within 30 minutes	Within 45 minutes
Resolution Time	2 Hours	5 Hours	9 Hours

The response and resolution time shall be based on the Call Log register.

4.4 Working Hours windows

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

4.5 Penalty Charges

The below concession shall be considered at the end of quarter for penalty calculation. It is limited to 10% of the contract value.

Critical – I: There shall be three permissible incidents exceeding downtime.

Critical – II: There shall be six permissible incidents exceeding downtime.

Critical – III: There shall be twelve permissible incidents exceeding downtime

Criticality Level - 1	Criticality Level - 2	Criticality Level- 3
Rs.3000 per incident	Rs.2000 per incident	Rs.1000 per incident

4.5 Exception

In case, where the penalties imposed require any reconsideration due to genuine reasons represented by the bidder, MMRC shall consider the request, however, MMRC decision will be final in such case.

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 (including 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 Labour Law Compliances

The engagement and employment of labors and payment of wages to them as per exiting provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

All wages allied benefits such as leave, ESI, PF, Gratuity, Bonuses etc, shall be paid by the contractor and Client (MMRC) shall not incur any liability or additional expenditure whatsoever for personnel deployed.

5.7 Contractor Obligation

The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc.

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

If successful bidder fails to render services in stipulated timeframe and as per schedule, MMRC, at its discretion and without any prior notice to successful bidder, may discontinue or minimize scope of work or procure/board any other similar agency to render similar services to complete project in stipulated timeframe.

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. 23,000 (Rupees Twenty three Only) & Online payment of Document Fee receipt of Rs. 2,000 (Rupees Five Thousand Only)		
3.	Power of Attorney in favor of Authorized signatory		
4.	Copy of Certificate of Incorporation		
5.	Work orders and Customer Satisfactory Certificate to support that the The Bidder should have experience of providing Facility Management Service at least one Organization with order value not less than 9.6 lakhs or Should have experience of providing Facility Management Service at least two Organizations with order value not less than 7.2 lakhs or Should have experience of providing Facility Management Service at least three Organizations with order value not less than 4.8 lakhs in the last 3 years		
6.	Copies of client certificates to show that the bidder has provided provided minimum 5 technical staff for "Facility Management Services" in at least 3 organization with a minimum of 100 users in each Organization in last three years.		
7.	HR Letter to show that the bidder has on payroll, strength of at least 20 technical staff in each of the last three years.		
8.	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 1 crore in last three 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)		

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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)

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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)**".

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)

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

Dy. General Manager (L&E)
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) and Document/Content Management and Collaboration Solution 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 Document/Content Management and Collaboration Solution 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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC) "**, 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.

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	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
1	Computer Technician cum network Technician				

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

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

Dy. General Manager (L&E)
MMRC,
Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Subject: Submission of proposal in response to the RFP For requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "**For requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)**" in accordance with your Request for Proposal dated [*Insert Date*] and our Initial filter. Our attached Financial Proposal 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 all 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 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)

Sr. No.	Particulars	Monthly Rate per Resource	No. of Resources	No. of Months	Total Amount
FMS Charges					
1.	Computer Technician cum Network Technician		2	24	
Grand total in words :					

8.2.2 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

Dy. General Manager (L&E)
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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)**", 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

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 2016.

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) and Document/Content Management and Collaboration Solution 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 **"For requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC)"**, 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,
Dy. General Manager (L&E)
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- Draft of Agreement Format

THIS AGREEMENT made the day of 2016 BETWEEN Mumbai Metro Rail Corporation Limited having its office at 3rd 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 requirement of Facility Management Services for IT Infrastructure at Mumbai Metro Rail Corporation (MMRC) " 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 15 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

Dy. General Manager (L&E)

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)