



REQUEST FOR PROPOSAL

**For procuring services for Social Media related activities along with
creation and publication of creatives at Mumbai Metro Rail Corporation
Limited (MMRC)**

Ref Number: MMRC/IT/Social Media/09

Date: 27/09/16

Tender document Amount: Rs. 2000/-

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Bandra Kurla Complex
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Table of Contents

1	INVITATION FOR PROPOSAL	5
1.1	Key Events and Dates	5
1.2	Other Important Information Related to Bid	6
2	INSTRUCTIONS TO BIDDERS (ITB)	9
2.1	Introduction of MMRC	9
2.2	Purpose	9
2.3	Cost of RFP	9
2.4	Transfer of RFP	9
2.5	Consortium and Joint Ventures	9
2.6	Completeness of Response	9
2.7	Proposal Preparation Costs	10
2.8	Bidder Inquiries	10
2.9	Amendment of RFP Document	10
2.10	Supplementary Information to the RFP	10
2.11	MMRC's right to terminate the process	10
2.12	Earnest Money Deposit (EMD)	10
2.13	Authentication of Bid	11
2.14	Language of Bids	11
2.15	Patent Claim	12
2.16	Bid Submission Format	12
2.17	Submission of Bids	12
2.18	Late Bids and Bid Validity Period	13
2.19	Bid Opening	13
2.20	Evaluation Process	14
2.21	Initial filter	15
2.22	Evaluation of Technical Proposal	16
2.23	Technical Evaluation Methodology	16
2.24	Technical Evaluation Criteria	17
2.25	Financial Bid Evaluation	18
2.26	Award of Contract	18
2.27	Non-Disclosure Agreement (NDA)	19
3	SCOPE OF WORK	20
3.1	Scope of Work for Social Media Related Activities	20
3.2	Deliverables	21
3.3	Service Level Agreement	22
3.4	Payment Terms	23
3.5	Contract Period	23
4	GENERAL CONDITIONS OF CONTRACT (GCC)	25
5.1	Governing Law	25
5.2	Settlement of Disputes	25
5.3	Taxes and Duties	25
5.4	Performance Bank Guarantee	26
5.5	Confidential Information	26
5.6	Software Rights	27
5.7	Hardware Warranty	27
5.8	Change in Laws and Regulations	27
5.9	Force Majeure	27
5.10	Change Orders and Contract Amendments	27
5.11	Extensions of Time	28
5.12	Termination	28
5.13	Payment upon Termination	29
5.14	Assignment	29
5	GUIDELINES FOR INITIAL FILTER BID	31
6.1	Check-list for the documents to be included in the Initial filter Envelope	31
6.2	Initial filter Cover Letter	32
6.3	Format to share Bidder's and Bidding Firms Particulars	33
6.4	Format for Declaration by the bidder for not being Blacklisted / Debarred	34
6.5	Format of sending pre-bid queries	35
6	GUIDELINES FOR INITIAL FILTER PROPOSAL	37

7.1	Initial filter Bid Cover Letter	37
7.2	Format to Project Citation	39
7.3	Details of Manpower Resources Proposed	40
7.4	Project Implementation Methodology	41
7	GUIDELINES FOR FINANCIAL PROPOSAL	43
8.1	Financial Proposal Cover Letter	43
8.2	Financial Proposal Format & Instructions	44
8	ANNEXURE- PERFORMANCE BANK GUARANTEE	47
9	ANNEXURE- NON-DISCLOSURE AGREEMENT	50
10	ANNEXURE- POWER OF ATTORNEY	52
11	ANNEXURE- DECLARATION OF DATA SECURITY	53
12	ANNEXURE- DRAFT OF AGREEMENT FORMAT	54

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
DD	Demand Draft
SI/ SP	Bidder/ Service Provider
ICT	Information Communication Technology
ITB	Instructions to bidder

Section: 1

Invitation for Proposal

1 Invitation for Proposal

- 1.1 MMRC hereby invites Proposals from reputed, competent and experience Social Media Management Agencies, who meet the Initial filter as specified in this bidding document for the **"For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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	27.09.2016
2.	Name of the project	RFP for "For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (MMRC)"
3.	RFP Document Download Start Date & Time	From 28.09.2016 at 11.00 am (IST) to 20.10.2016 till 5.00 pm(IST)

For Procuring services for social media related activities along with creation and Publication of creatives at Mumbai Metro Rail Corporation Limited (MMRCL).

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 13.10.2016 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	14.10.2016 at 3:00 pm Address: Conference Room, 2 nd Floor, MMRC, BKC, Mumbai-400051
7.	Last date (deadline) for Submission of bids	20.10.2016 till 5.00 pm
8.	Online Control Transfer Of Bid	20.10.2016 from 6.01 pm to 21.10.2016, 6.00 pm
9.	Date and time of opening of Initial filter bids	24.10.2016 after 11 am (IST)
10.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
11.	Detail of the contact person and Address at which sealed bids are to be submitted	Shri. R. K Singh, DGM (Electrical) 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. 22,000/- (Rupees Fifteen 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 submission of the bids

For Procuring services for social media related activities along with creation and Publication of creatives at Mumbai Metro Rail Corporation Limited (MMRCL).

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

Section: 2

Instructions to Bidders

2 Instructions to Bidders (ITB)

2.1 Introduction of MMRC

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

2.2 Purpose

MMRC seeks the services from reputed, competent and professional agencies in the field of Social Media and Advertising, who meet the Initial filter as specified in this bidding document for the **"For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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 Joint Ventures

Consortium, joint venture, subcontracting & outsourcing is 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 itpmo.mmrc@gmail.com 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. 15, 000 (Rupees Fifteen Thousand only) through Online e-Tendering Payment Gateway mode only.
- 2.12.2 Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned/adjusted 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 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	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: Technical Proposal	Envelope B containing the Technical Proposal shall be opened at the address, date and time specified in the RFP.
Envelope C: 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.

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

2.17.2. The following points shall be kept in mind for submission of bids:

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

2.18 Late Bids and Bid Validity Period

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

2.19 Bid Opening

- 2.19.1 Total transparency shall be observed and ensured while opening the Proposals/Bids
- 2.19.2 MMRC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 2.19.3 Bid opening shall be conducted in two stages.
- 2.19.4 In the first stage, Initial filter of proposals shall be opened and evaluated as per the criteria mentioned in Section 2.21of 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 Initial Filter criteria (Envelope A), Technical Proposal (Envelope B) and Commercial Proposal (Envelope C) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
- 2.20.3 Bidders shall be evaluated as per the Initial Filter criteria mentioned in section 2.21. The bidders who fulfil all the Pre-qualification criteria will qualify for further Technical Evaluation.
- 2.20.4 Bidders with minimum technical score of 60 out of 100 in technical evaluation (Refer Section 2.23) will be considered to be eligible for financial evaluation (Refer Section 2.25)
- 2.20.5 Amongst the bidders who are considered for financial evaluation, the bidder who has quoted the Least will be awarded the work at the discretion of MMRC. MMRC, however reserves the right to accept or reject any or all bids without giving any reasons thereof. MMRC also reserves the right to award full/part work to any vendor, without assigning any reasons.
- 2.20.6 The bidder shall provide required supporting documents with respect to the initial filter, technical evaluation as per the criteria mentioned in Section 2.21 and Section 2.23 of this RFP.
- 2.20.7 Please note that MMRC may seek inputs from their professional, external experts in the Bid evaluation process.
- 2.20.8 In no way the bidder shall indicate its Financial Offer in any Envelope other than Envelope B. In case it is found, MMRC may summarily reject the proposal of the said bidder.

2.21 Initial filter

S No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	The Bidder 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 a minimum average turnover of INR 1.5 crore in last three financial years (FY 12-13, FY-13-14, FY-14-15).	<ul style="list-style-type: none"> • Copy of CA certificate • Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor
PQ3	Technical Capability	The Bidder should have worked on minimum of 3 projects with any State or Central Govt. organization/PSU/Pvt. Sector organization in India for Social Media, Online advertisement, Creative designing in the last 2 years as on date of submission of the Bid.	Copy of Work Order/Project Completion Certificate
PQ4	Team Composition	The Bidder should propose Team lead having mandatory experience of working on comparable scope of work as specified in this RFP with the Government sector/ PSU in India	Letter from authorized signatory of the company or by HR Head of the company on company letterhead with company stamp
PQ5	Blacklisting	The Bidder should not be debarred/blacklisted by any Government/PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder.
PQ6	Employee Strength	The Bidder should have a minimum 15 experienced professionals in the area of Social Media Management as on date of submission of bid	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 further Technical 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. Each Technical Proposal shall be assigned a technical score out of a maximum of 60 points. (Refer Section 2.24).
- b. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 45 (Forty five).
- c. The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- d. MMRC reserve the right to accept or reject any or all bids without giving any reasons thereof.
- e. MMRC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.24 Technical Evaluation Criteria

Criteria	Evaluation parameters	Maximum Marks	Documents Required
Professional Strength and Relevant Experience (40 Marks)			
The bidder should have average turnover of INR 1.5 crore in last three financial years from IT/ITeS Services	Avg. Turnover (Cr) >=1.5 Cr and < 3 Cr : 4 marks >=3 Cr and < 5 Cr : 6 marks >=5 Cr : 8 marks	8	Work Order/ Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client.
Relevant experience in online social Media management for government/PSU clients	Project Experience: 1-3 projects : 4 marks 4-6 projects : 6 marks 7 projects or more: 8 marks	8	Work Order/ Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client.
Relevant experience in online social Media management for Pvt. Sector clients	Project Experience: 1-3 projects : 4 marks 4-6 projects : 6 marks 7 projects or more: 8 marks	8	Work Order/ Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client.
Work order size for projects undertaken by bidder for government / PSU clients	1) Projects above 75 lakhs = 8 marks 2) Projects up to 50 lakhs = 6 marks 3) projects up to 25 lakhs = 4 marks	8	Work Order/ Completion Certificates from the client/ Substantially Completed Certificate (for ongoing projects) from the client.
Skilled Staff strength	15-25 people: 1 mark 26-50 people: 2 marks 51 and more people: 4 marks	4	Letter from authorized signatory of the company or by HR Head of the company on company letterhead with company stamp
No. of Years of Experience in Social Media/Advertising business	3-5 years : 1 mark 5-8 years : 2 marks > 8 years : 4 marks	4	Certificate of Incorporation/ Registration
Technical Presentation of Proposed Solution (20 Marks)			
Presentation and Demo (To be conducted by Evaluation Committee)	Understanding of Scope of Work	4	Copy of the Proposed Solution presentation
	Approach, Implementation Methodology, Project Plan	4	
	Content Development Strategy	4	
	Prototype of social media integration, creative ideas, campaign : (min. 3 innovative ideas)	4	

	Response to the Queries raised by the Evaluation committee	4	
	Total	60	

2.25 Financial Bid Evaluation

2.25.1 The financial proposal of only the qualified Bidders based on Technical Evaluation criteria shall be opened for the evaluation.

2.25.2 MMRC shall award the contract to the qualified bidder who has quoted the least. MMRC, however, reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.25.3 If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.26 Award of Contract

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

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

2.26.2 Letter of Acceptance

Prior to the expiration of the period of bid validity, MMRC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. Upon the successful bidder's furnishing of a Performance Bank Guarantee, the contract signing process will commence. In case the successful bidder is unable to furnish the Performance Bank Guarantee and execute contract within 21 days, MMRCL shall forfeit the Earnest Money deposit and shall invite the bidder ranked second in the financial bid subject to the condition that the second rank bidder shall match the price quoted by the earlier successful bidder.

2.26.3 Signing of Contract

Once MMRC notifies the successful bidder that its proposal has been accepted, MMRC shall enter into a separate Agreement, incorporating the conditions of the RFP and its amendments and any special conditions during negotiations between the MMRC and the successful bidder.

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

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

2.27 Non-Disclosure Agreement (NDA)

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

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Section: 3 Scope of Work

3 Scope of Work

MMRC requires the services of a well experienced agency to provide a team for Social Media and Communication related services.

3.1 Scope of Work for Social Media Related Activities

- Creating , updating and continuously monitoring the Social Media presence of MMRC on platforms but not limited to the following :
 - a. Facebook
 - b. YouTube
 - c. Twitter
 - d. LinkedIn
 - e. Wikipedia
- Update all social media platforms with relevant posts/content
 - a. Provide time-to-time recommendation to MMRC on relevant content /posts to be updated on the social media platforms
 - b. Respond to queries / comments of citizens on Social media Platforms after taking necessary approval from the concerned authority at MMRC
- Increase in no. of likes for Facebook, create Twitter trends, provide Video promotion on youtube, designing Creative like hoardings, brochures, pamphlets/ leaflets etc.
- Submission of weekly competitive analysis
- Social Media Monitoring Analysis (Report) on Indian Metros to be provided, as per need basis.
- Creation of content and creative for social and online media
 - a. The content and creative shall be in English and Marathi (Any images / photographs to be used for creative are to be bought separately and shall be payable by MMRC at actuals.)
 - b. The agency may have to develop multiple creative for various sites and occasions as per the need of MMRC
- Advertisements
 - a. Planning and creation of advertisements on online and social media (The amount to be paid for advertisement to the websites /portals shall be separate, and would be at actuals)
- Administrative and operational activities
 - a. Submission of Daily activity summary report
 - b. Submission of monthly report on the work done
- Social advertising
 - a. Develop an appropriate social advertising plan for promoting the MMRC's Official Social Channels
 - b. Develop and execute a targeted social media advertising program to reach out to target stakeholders based on the media plan
 - Facebook Ads

- c. In case MMRC decides to undertake advertising on any of the social media platform or other digital media platforms, the Service Provider should develop and implement the strategies with approval from MMRC. The budget for the same would be as decided by MMRC, the Service Provider will share their inputs based on KPIs and expected outcomes from the advertising campaign.
- d. Any other activities /services/requirements relevant to the allocated assignments.

3.2 Deliverables

3.2.1 Professional Support:

- The agency has to deploy at least one social media expert at MMRC, for exclusive Social Media work of MMRC. He /She has to be available to MMRC during MMRC Office Hours. The expert shall be in continuous touch with MMRC for effective flow of information in social media platforms. The credentials and details of such personnel being deployed must be communicated to the concerned officials of MMRC.
- Apart from the above personnel, a senior level professional of the agency, who is experienced in handling such accounts, is to be identified as the Team/project leader for this work, and he/ she should remain as the exclusive single point contact for all the activities related to the execution of this work. The credentials and details of such personnel being must be communicated to the concerned officials of MMRC.

3.2.2 Facebook:

- Management of the FB Page
- Continuous Engagement and community management
- **Minimum 20 Creative post & 15 Blog/News article per month.**
- Response Management
- Monthly Analytical reports.

3.2.3 Twitter

- Daily delivery of the outputs of monitoring work of previous days in desired formats as required by MMRC on real time basis by 0900 hrs of the handles mentioning words/ tweets related to Mumbai Metro 3.
- Social Media Monitoring Analysis (Report) on issues of interest related to Metro 3 in India, as per need basis
- Tweets should be updated based on news events of the day
- Vulgarity/profanity/abuse should be handled properly
- Maintenance and indexation of archives should be done in user friendly electronic formats to facilitate easy retrieval
- Generate Twitter trend for activities as an when required by MMRC
- **Minimum 20 Creative post & 15 Blog/News article with per month.**
- Response Management

3.2.4 YouTube

- Uploading and management of videos/ animations.
- Testimonials & Interviews
- Event Videos
- Corporate Videos
- Min. one video per Quarter or as and when required
- Channel management
- Video tags / Channel tags with appropriate titles and descriptions for optimized search
- Response management
- Monthly analytical reports

3.2.5 Wikipedia

- Content creation/updation as an when required (Content shall be provided by MMRC)

3.2.6 Reporting:

- Submission of monthly report of work done.
- Submission of Monthly report with sentiment analysis, demographic, gender wise, most engaging and least engaging post, etc
- Social Media Monitoring Analysis (Report) on Indian Metros to be provided, as per need basis.
- Submission of Monthly competitive analysis

3.2.7 ORM:

- Respond to queries / comments of citizens on Social media Platforms after taking necessary approval from the concerned authority at MMRC
- Use of industry-standard tool for ORM. The company should have its own tool, which can be modified as and when required by MMRC or add features.
- The tool should allow to publish content as well as responded to inquiries.
- The dashboard access should be provided to MMRC officials for reviewing.

3.2.8 Other Deliverables:

- Advertisements: Planning and creation of advertisements on online and social media (The amount to be paid for advertisement to the websites /portals shall be separate, and would be at actuals)
- E-mail Newsletters as an when required
- HTML Newsletter as an when required

- Content and design in HTML
- Spam free delivery

3.3 Service Level Agreement

3.3.1 Based on evaluation, a penalty of 5% will be imposed on monthly/quarterly/half yearly bill amount of particular item/deliverables, for which deliverables are not up to the desired level. MMRC holds the sole discretion of assessment and imposition of penalty.

3.3.2 The resource deployed on the project shall be entitled for 1 day of leave in a month subject to upper limit of 12 in a year or replacement of resource needs to be provided. In case the Manpower deployed at MMRC is not available for more than one day, per day rate calculated on the basis of Man Month rate shall be deducted based on number of days of absence.

3.4 Payment Terms

3.4.1 The agency shall submit the monthly bills, along with the status report of the work done. The payment shall be on a monthly basis (Item no 8.2.1.1 A) based on satisfactory completion of the job & payment of item no 8.2.1.1 B & C will be quarterly & half yearly basis. The payment of item no 8.2.1.1 B & C will be prorata basis.

3.4.2 The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by MMRC if required.

3.5 Contract Period

The contract will start as per the date of award of the work order and will be valid for One year from the date of award of contract. Based on the performance, the contract can be further extended for another 2 years with approval of competent authority. The rates quoted by you will be valid for the 1st year and thereafter up to 10% increase in price every year will be undertaken, if contract renewed.

Section: 4

General Conditions of Contract

4 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, stamp duties, license fees, and other such levies imposed etc. All relevant taxes would be considered for reimbursement on actuals as per MMRC's discretion and prevailing Government Laws.

5.4 Performance Bank Guarantee

- 5.4.1 The Successful Bidder shall at his own expense deposit with MMRC within fifteen (15) days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized or Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- 5.4.2 The performance guarantee shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
- 5.4.3 This performance bank guarantee will be for an amount equivalent to 10% of the total contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- 5.4.4 The performance Bank Guarantee shall be valid until the end of six months after the completion of the contract with successful bidder. Subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
- 5.4.5 The Performance Bank Guarantee may be discharged/ returned by MMRC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. The Format for Performance Bank Guarantee is provided in ANNEXURE 9.
- 5.4.6 In the event of the Bidder being unable to service the contract for whatever reason MMRC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MMRC under the contract in the matter, the proceeds of the PBG shall be payable to MMRC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MMRC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- 5.4.7 MMRC shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.5 Confidential Information

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

5.6 Software Rights

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

Such license to access and use the Software shall be:

- I. Nonexclusive.
- II. Perpetual, fully paid up and irrevocable.
- III. Valid throughout India.

5.7 Hardware Warranty

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

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

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

5.8 Change in Laws and Regulations

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

5.9 Force Majeure

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

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

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

5.10 Change Orders and Contract Amendments

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

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

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

5.11 Extensions of Time

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

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

5.12 Termination

5.12.1 Termination by MMRC

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

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

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

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

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

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

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

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

- 5.12.1.9 If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- 5.12.1.10 In the event MMRC terminates the Contract in whole or in part, pursuant to GCC Clause 5.12.1, MMRC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to MMRC for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

5.12.2 Termination by Bidder

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

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

5.13 Payment upon Termination

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

5.14 Assignment

Neither the MMRC nor the successful Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section: 5

Guidelines for Initial filter Bid

5 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. 15,000 (Rupees Fifteen Thousand Only) & Online payment of Document Fee receipt of Rs. 5,000 (Rupees Five Thousand Only)		
3.	Power of Attorney in favor of Authorized signatory		
4.	Declaration that the bidder has not been debarred/blacklisted by any Government / Semi-Government organization		
5.	Copy of Certificate of Incorporation		
6.	Work orders and Customer Satisfactory Certificate to support that the Bidder should have experience of proposed Scope		
7.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor to support that the bidder should have average turnover of INR 1.5 crore in last three financial years (FY 12-13, FY-13-14, FY-14-15)		
8.	Copy of the audited balance sheet of the company to support the Bidder should have positive net worth (measured as paid-up capital plus free reserves) for any two of the last three audited financial years(FY 12-13, FY-13-14, FY-14-15)		
9.	Valid documentary proof of Sales Tax / Service Tax / VAT registration number and the details of income tax registration (PAN)		

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 procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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 procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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

6 Guidelines for Initial filter Proposal

7.1 Initial filter Bid Cover Letter

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

Date: dd/mm/yyyy

To

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

Sub: Selection of Bidder for the Project "For Supply, Installation, Hosting, Integration and Commissioning of Project Management (PM) and Document/Content Management Solution (DM) 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 **"For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (MMRC) "**

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 procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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 Proposed Onsite & Offsite

S No	Proposed Position	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
1						
2						
3						
4						
5						
6						

7.3.1 Format for CV's of Proposed Manpower

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

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

7.4 Project Implementation Methodology

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

- a) The Overall approach to the Project
- b) Details of Proposed Social Media Maintenance activities
- c) A detailed description of the approach and Implementation Methodology
- d) Strength of the Bidder to provide services including examples or case-studies of similar work
- e) Project Organization and Management Plan
- f) Extent of compliance with the specifications mentioned in the scope of work in the section 3.0
- g) Project Monitoring and Communication Plan– Bidder's approach to project monitoring and communications among stakeholders.
- h) Change management methodology
- i) Risk Management Plan – Bidder's approach to identify, respond / manage and mitigate risks
- j) Quality Control plan - Bidder's approach to ensure quality of work and deliverables
- k) Escalation matrix during contract period

Note:

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

Section: 7

Guidelines for Financial Proposal

7 Guidelines for Financial Proposal

8.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

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

Subject: Submission of proposal in response to the RFP For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (MMRC)

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "***procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (MMRC)***" in accordance with your Request for Proposal dated [*Insert Date*] and our Initial filter. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MMRC. This amount is exclusive of 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 undertake not to sub contract the work.

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 Format2

8.2.1.1 Cost Summary (Exclusive of all Taxes)

<u>Sr. No.</u>	<u>Particulars</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Amount in Figure (Rs.)</u>
A.	Monthly Cost for maintenance of social media activities & deployment of 01 resource person at MMRCL per Month.	12		
B.	Enhancing activity for Facebook likes. Target Audience-Mumbai Region/Thane/Navi Mumbai. (Min. 3000 likes/Quarter).	4		
C.	Enhancing Charges for Twitter hashtag trending. Minimum 3000 tweets/Half yearly.	2		
Grand total in words (A+B+C):				

8.2.1.2 Cost Summary for Optional items RATE ONLY (Exclusive of all Taxes)

<u>Sr. No.</u>	<u>Particulars</u>	<u>Total Amount in Figure (Rs.)</u>
A.	Design of Banner(Hoardings) in (Sq ft.)	
Grand total:		

8.2.3 Instructions:

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

For Procuring services for social media related activities along with creation and Publication of creatives at Mumbai Metro Rail Corporation Limited (MMRCL).

- V. All relevant taxes would be considered for reimbursement on actuals as per MMRC's discretion and prevailing Government Laws.
- VI. Final Evaluation shall be on the basis of the financials quoted in section 8.2.1.1 only. The section 8.2.1.2 is only required for costing purpose in case of future requirements.

Annexures

8 Annexure- Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

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

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as "Contract") with you for "**For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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 count.

Dated this Day 2014.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

9 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 Solution (DM) 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:

10 Annexure- Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "**Request For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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.

11 Annexure- Declaration of Data Security

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

Dear Sir,

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

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

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

Thanking you,

Yours faithfully,

12 Annexure- Draft of Agreement Format

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

AND

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

WHEREAS the contractor has tendered for providing services to MMRC as per the terms and conditions mentioned in the Request for Proposal (from herein after referred to as "RFP") "For procuring services for Social Media related activities along with creation and publication of creatives at Mumbai Metro Rail Corporation Limited (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

Executive Director (Electrical)

For and on behalf of

Mumbai Metro Rail Corporation Limited

Witnesses:

(1)

(2)

Signed, sealed and delivered

By

For and on behalf of

M/s <Name of Bidder>

Witnesses:

(1)

(2)