



REQUEST FOR PROPOSAL

**“Design/Development of short duration Walkthrough videos on
Mumbai Metro Line - 3”**

Ref Number: MMRDA/MMRC/000358

Date: 23.11.2015

Tender document Amount: Rs. 2500/-

**Information Technology Cell
Mumbai Metro Rail Corporation Limited
3rd Floor, Namttri Building, Behind MMRDA
Near Jetwan, Bandra Kurla Complex, Plot No. R-13, E-Block
Bandra (East), Mumbai- 400-051
Email: itpmo.mmrc@gmail.com**

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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

Section: 1

Invitation for Proposal

1 Invitation for Proposal

MMRC hereby invites Proposals for appointing an agency for the development of a 9 minute walkthrough video on Mumbai Metro Line-3 showcasing Drone View of Route Alignment, Tunnel View, View of the Trains (both inside and outside view) and Station view including the entry and exit views) along with videos of individually playable section.

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.

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.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://etendermmrda.maharashtra.gov.in> for further details about the e-tendering process.

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.

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.

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

S. No	Information	Details
1	Advertising Date	23.11.2015
2	RFP Document Download Start Date & Time	From 23.11.2015 , 11 AM
3	Websites for downloading Tender Document, Corrigendums, Addendums etc.	https://etendermmrda.maharashtra.gov.in
4	Last date to send in requests for clarifications	30.11.2015 till 5 pm
5	Websites for downloading Tender Document, Corrigendum's, Addendums etc.	https://etendermmrda.maharashtra.gov.in
6	Last date (deadline) for submission of bids	14.12.2015 till 5 pm
7	Online Control Transfer Of Bid	14.12.2015 From 6.01 pm to 15.12.2015 6.00 pm (IST)
8	Date Time and Place of opening of proposals	16.12.2015 at 11 AM at the office of MMRC, BKC , Mumbai - 51
9	Date Time and Place of opening of Financial proposals	Will be intimated later to qualified respondents.
10	Detail of the contact person and Address at which sealed bids are to be submitted	Shri. R. K Sharma, Executive Director(Electrical) 4 th Floor Floor, Nammtri 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.12,000/- (Rupees Twelve thousand only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 2,500/- (Rupees two thousand five hundred only)
3.	Bid Validity Period	(180) One-hundred-and-eighty days from the date of opening of Financial Bid
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

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 33.5 Kms Mumbai Metro Rail Line-3 running along Colaba-Bandra-Seepz.

2.2 Purpose

The purpose of this RFP is to seek the services of reputed firm/agency, which shall be responsible for the design/development of a 9 minute video on Mumbai Metro Line 3 comprising of sections on Drone View of Route Alignment, Tunnel View, View of the Trains (both inside and outside view) and Station view including the entry and exit views).The video shall be a combination of images, video clippings, animation with voice over in English and Marathi, The detailed scope of work is provided in Section 3 Page no. 15 of this RFP document. MMRC intends the achieve the below mentioned objectives through these videos:

- To sensitize people about Mumbai Metro Line 3.
- To develop trust amongst the public about the Metro 3 construction Methodology
- Overall, build positive image of MMRC

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.

2.5 Consortium and Joint Ventures

The consortium, joint venture, subcontracting & outsourcing are not allowed.

2.6 Completeness of Response

- i. 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.
- ii. 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 and forfeiture of the Bid EMD.

2.7 Proposal Preparation Costs

- i. 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.
- ii. 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 6.2. 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

- i. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- ii. The bidders are advised to visit the aforementioned website on regular basis for checking latest updates of this RFP document. The MMRC also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

2.10 Supplemental Information to the RFP

- i. 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

- i. 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. However this will be informed to all and will become part of the bid /RFP.

2.12 Earnest Money Deposit (EMD)

- i. Bidders shall submit, EMD of Rs. 12,000/- through Online e-Tendering Payment Gateway mode only.
- ii. 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.
- iii. 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.
- iv. The Bid submitted without EMD, mentioned above, will be summarily rejected
- v. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. 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.
 - d. 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.
- vi. The decision of the MMRC regarding forfeiture of the EMD shall be final and binding upon bidders.

2.13 Authentication of Bid

- I. 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 have the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be initialed and stamped by the person or persons signing the bid.
- II. 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

- I. This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English/Hindi/Marathi, 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

- I. 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 MMRC 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. MMRC shall give notice to the successful bidder of any such claim and recover it from the bidder if required.

2.16 Bid Submission Format

- I. 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

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: Minimum Qualifying Criteria	a) The Minimum Qualifying criteria proposal shall be prepared in accordance with the requirements specified in Section 2.20.2 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 5.4 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.

Note: Bidder is requested to submit the **One Hard Copy** of the Minimum Qualifying Criteria on the date of proposal opening as schedule given in the Section 1.1 of the RFP.

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

- i. 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.

- ii. 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.
- iii. 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.
- iv. Financial Proposal shall not contain any technical information.
- v. 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.
- vi. 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.
- vii. Proposals sent by fax/ post/ courier shall be rejected.

2.18 Late Bids and Bid Validity Period

- I. Any Bid received by MMRC after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of MMRC. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Financial Bid.

2.19 Bid Opening

- I. The Envelope A will be opened at first instance. It is clarified that prospective bidders satisfying the minimum eligibility criteria and with their EMDs and tender document fees found in order will be deemed to qualify for the second stage of the bid.
- II. At the second stage, the financial bids-Envelope B of only qualifying bidding parties will be opened and the L1 bid from among the qualifying bidder will be accepted.

2.20 Evaluation Process

2.20.1 Bid Evaluation Committee

- i. MMRC shall evaluate the bids.
- ii. MMRC shall review the minimum Qualification of proposal of the Bidders to determine whether the requirements as mentioned in Section 2.20.2 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose

Initial filter of proposal meets the requirements shall be selected for opening of the financial proposal.

- iii. MMRC shall review the minimum Qualification Proposal of the bidders are substantially responsive. Bids that are not substantially responsive shall be disqualified and MMRC reserves the right to seek clarification if required.
- iv. The Bidders who qualify minimum Qualification criteria of the RFP shall qualify for the commercial evaluation stage.
- v. The financial proposals of the qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
- vi. Please note that MMRC may seek inputs from their professional, external experts in the Bid evaluation process.
- vii. 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.
- viii. MMRC would evaluate the minimum Qualification Criteria and Financial Evaluation as detailed in subsequent sections. The department may seek clarification from the bidders during the evaluation process.

2.20.2 Minimum-Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

Sr.No	Eligibility	Documents to be provided
1	<p>The Bidder should have successfully completed at least</p> <ul style="list-style-type: none"> • One (1), similar kind of work for any Government / PSU/ reputed Private organizations of aggregate value not less than Rs. 9.6 lacs <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Two (2) similar kind of work for any Government / PSU / reputed Private organizations of aggregate value not less than Rs. 6 lacs <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Three (3) similar kind of work for any Government / PSU / reputed Private organizations of aggregate value not less than Rs. 4.8 lacs <p>during the last three(3) years</p>	Client certificates/Work orders
2	The Bidder must have Rs. 18 Lakhs as average turnover in the last 3 (three) fiscal years (FY12-13, FY 13-14, FY 14-15)	Copies of CA certificate to be given
3	The bidder shouldn't be blacklisted by any Govt./PSU agency.	Letter from authorized signatory with company seal of the bidder that the Bidder is not blacklisted

*Similar work includes work related to production of animated videos, digital promotions videos, digital marketing videos, etc.

Along with the above details, the bidders must include the following documents:

- Copy of PAN Card of the Bidder (not individual)
- Copy of Service tax registration certificate

2.20.3 Process of Evaluation

- i. Bidders who qualify in Envelope 'A' shall be considered for financial evaluation.
- ii. Bidder shall be evaluated as per minimum qualifying criteria mentioned above at 2.20.2. The bidders who fulfil all the minimum qualifying criteria will qualify for Financial Evaluation.
- iii. Amongst the bidders who are considered for financial evaluation, the bidder quoting the lowest offer will preferably be awarded the work at the discretion of MMRC.
- iv. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.20.4 Financial Bid Evaluation

MMRC will evaluate Financial Proposals of all the qualified bidders. 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.

2.21 Award Criteria

MMRC shall award the contract to the qualified bidder who has quoted the least (L1). The Bid Evaluation Committee, however, reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.22 Signing of Contract

The successful bidder shall enter into contract agreement with MMRC within the time frame mentioned in the award letter. The Agreement format attached in (Section 6.1 Page no. 32)

Section: 3

Scope of Work and Deliverables

3 Scope of Work

3.1 Project Objective

I. One video of around 9 minutes duration in length which needs to be an assimilation of short sections on various themes such as Mumbai Metro Line 3 (MML-3) Drone View of Route Alignment, Tunnel View, View of the Trains (both inside and outside view) and Station view including the entry and exit views) along with individually playable sections are to be developed as part of this scope. Each section must be individually playable and carefully integrated to form the entire video so that there exists a continuity while watching. The video would be a combination of images, video clippings, animation etc. The cost estimate should include a minimum of three editing revision rounds based on input from MMRC. The **indicative** time duration for each section is provided below :

Sr. No	Section	Time Duration/Quantity (approx.)
1	Drone View of Route Alignment	2 mins
2	Tunnel View	2 mins
3	View of the Trains (both inside and outside view)	2 min
4	Station view including the entry and exit views	3 mins
5	3D images (stations, trains, tunnels, depot, etc.)	5 numbers

II. The agency will prepare the tools for filming and also for interviews in collaboration with the concerned teams. They will visit selected field sites and other locations for filming and interview of project stakeholders. They will ensure that consent has been received from the stakeholders. The agency will also be responsible for editing the clips to put together a video film.

III. The scope of project covers complete production of a video on Metro 3 with the individually playable sections. The video:

- a. Should be accompanied by an interesting script that includes inputs from the important stakeholders like Chief Minister, Managing Director etc and intermixes with the film.
- b. Should be rendered in a highly engaging format
- c. Should be made in a format which is compatible for both small and large screens and can be viewed without any stuttering
- d. Should be done with voiceover in English and Marathi language
- e. Should be high resolution films and provided in suitable format to MMRC

IV. The Agency shall :

- a. Prepare a draft script and finalize it in consultation with MMRC team
- b. Develop a story board for the documentary prior to the filming and share with MMRC team.
- c. Develop interview guides for capturing and documenting changes brought by the project
- d. Conduct filming, editing and all other necessary processes for developing a video film
- e. Share a rough-cut version of the film first for feedback. Incorporate inputs and deliver final product within a week after feedback.
- f. Provide MMRC the videos, images shot during the filming process.

V. Deliverables:

- a) A 9 minute video film capturing the essence of Metro 3 project as illustrated in the scope of work in addition to individually playable sections.
- b) 20 copies of the film in a DVD format
- c) Raw footage of the film and the tapes used during the filming
- d) All copyright for videos, photos and raw footage will belong to MMRC

VI. There will be a penalty of Rs. 1,000 per week of delay in case the walkthrough videos on MML-3 as mentioned in the Scope of Work is not completed within 1 (one) month after award of work subject to maximum of 10% of Total Cost.

VII. **Timeline:** It may be noted that the production of the videos approved by MMRC should be completed within 1 (one) month from issue of work order.

3.2 Payment Terms

- I. 25% of the fee after the approval of rough cut of the film from MMRC
- II. 75% after the final completion of deliverables
- III. Payment shall be made after necessary due diligence and approval of the walkthrough videos as defined in the scope of work.
- IV. Payment shall be made within 30 days of submission of invoice and on final acceptance by MMRC.

Section: 4

General Conditions of Contract

4 General Conditions of Contract

4.1 Governing Law

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

4.2 Settlement of Disputes

- a) 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 4.2 (b) shall become applicable.
- b) Arbitration:
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

4.3 Taxes and Duties

- a. The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc excluding service tax which shall be paid by MMRC as actual separately.

4.4 Performance Bank Guarantee

- a. The successful bidder shall at his own expense, deposit with department, 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, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalised/Scheduled Bank acceptable to MMRC, payable on demand (In Mumbai), for the due performance and fulfilment of the contract by the successful bidder. Please Refer (Section 6.1, Page no.34)

- b. This Performance Bank Guarantee will be for an amount equivalent to 10 percent of complete contract value. All charges whatsoever such as premium, commission, etc., with respect to the Performance Bank Guarantee shall be borne by the successful bidder.
- c. The Performance Bank Guarantee shall be valid till the end of 3 (three) months after the successful delivery of the 9 minute short video and the individual playable sections on MMRC as mentioned in the scope of work and should be in the format prescribed in the tender.
- d. The Performance Bank Guarantee may be discharged/returned by MMRC upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- e. 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.

4.5 Confidential Information

- a. 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.
- b. MMRC shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from MMRC for any purpose other than the work and services required for the performance of the Contract.

4.6 Change in Laws and Regulations

- a. 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.

4.7 Force Majeure

- a. The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Force Majeure shall not cover the price fluctuation of components. Force Majeure does not include the events happening outside India.

- b. 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.
- c. 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.

4.8 Change Orders and Contract Amendments

- a. MMRC may at any time order the successful bidder to make changes within the general scope of the Contract, in any one or more of the following:
 - The place of delivery.
 - The Related Services to be provided by the successful bidder.
- b. If any such change causes an increase or decrease 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 28 days from the date of the successful bidder's receipt of MMRC's change order.
- c. 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.

4.9 Extension of Time

- a. If at any time during performance of the Contract, the successful bidder encounter conditions impeding timely delivery of the Goods or completion of Related 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.
- b. 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.

4.10 Termination

4.10.1 Termination by MMRC

- a. 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 (a) through (k) of this GCC Clause 4.10.1. In such an occurrence, MMRC shall give a not less than 30 days' written notice of termination to the successful bidder, and sixty (60) days' in the case of the event referred to in (j).
- b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as MMRC may have subsequently approved in writing.
- c. If the successful bidder becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
- d. If the successful bidder, in the judgment of MMRC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e. If the successful bidder submits to the MMRC a false statement which has a material effect on the rights, obligations or interests of MMRC.
- f. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MMRC.
- g. 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.
- h. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- i. 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
- j. If MMRC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- k. In the event MMRC terminates the Contract in whole or in part, pursuant to point (a) to (h) of GCC Clause 4.10.1, 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.

4.10.2 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 (a) through (d) of this GCC Clause 4.10.2:

- a. 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 4.2 hereof, within 45 days after receiving written notice from the successful bidder that such payment is overdue.

- b. 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.
- c. If MMRC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 4.2 hereof.
- d. If MMRC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (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.

4.11 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 4.10.1 or 4.10.2, the MMRC shall make the following payments to the Successful bidder:

- a. If the Contract is terminated pursuant to GCC Clause 4.10.1 (j) or 4.10.2, remuneration for Services satisfactorily performed prior to the effective date of termination.
- b. If the agreement is terminated pursuant of GCC Clause 4.10.1 (a), (b), (c), (d), (e), (f), (g) (h) and (k), 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.

4.12 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 filling Response to RFP

5 Guidelines for filling Response to RFP

5.1 Guidelines for Preparation of Technical Proposal [Envelope A]

1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorised representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
2. The bidder shall fill in the technical response as per the template provided (Section 5.2 Page no.25) failing to which, the bid shall be treated as non-responsive and shall be rejected.

[This space is intentionally left blank]

5.2 Template for Proposal

Section- A

Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date}

To

Mr. R. K Sharma,
Executive Director – Electrical
Mumbai Metro Rail Corporation Ltd., Nammtri building,
“E” Block , Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for “Design/Development of short duration walkthrough videos on Mumbai Metro Line - 3”

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for “Design/Development of short duration walkthrough videos on Mumbai Metro Line - 3”

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned in this RFP
7. Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Details of Registration (Ref e.g., ROC Ref number) [Please include copy of certification of Registration]	

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date and Stamp of the Signatory

Section B

1. Citations of the bidder (*Please refer the clause 2.20.2 related to minimum qualification criteria. Bidders need to provide citation of One/Two or three citations of similar project undertaken in the Govt./PSU sector as specified in the criteria*)

S. No	Name of the Project	Date of Work Order	Scope of Work	Complete Project Duration	Annexure Number in Proposal*
1					
2					
3					

*Please include the respective work orders in the Annexure to the proposal.

[This space is intentionally left blank]

5.3 Guidelines for Preparation Financial Proposal [Envelop B]

Financial Proposal should comprise of the following:

In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document.

Letter of Financial Proposal should include:

- Total cost of the project
- Break-up of costs for each of the items of work listed in the Scope of work and Deliverable (Section B, Page 30) are to be submitted.
- Cost for any other element, which is not specified in the scope of work and deliverables and is considered relevant by the RFP participant must be specified highlighted separately.
- Taxes/VAT as applicable in India will be paid as per actuals and the same is required to be indicated in the financial bid.
- The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by MMRC.

The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

The bidder shall fill in the financial response as per the template provided in Section B Page no 30. provided failing to which, the bid shall be treated as non-responsive and shall be rejected.

[This space is intentionally left blank]

5.4 Template for financial proposal

Section A

Letter Format for Financial Proposal

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To

Mr. R. K Sharma,
Executive Director (Electrical)
Mumbai Metro Rail Corporation Ltd, Namttri building,
“E” Block , Bandra - Kurla Complex
Bandra (East)
Mumbai—400051

Ref: RFP Notification number

Subject: Submission of proposal in response to the RFP for “Design/Development of short duration walkthrough videos on MML-3”

Dear Sir,

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. 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 inclusive of taxes except service tax as listed at (Consolidated Cost Summary) 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 (180 days) from the date of opening of financial bid.

We are aware that MMRC reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

Section B

Format for Financial Proposal

The bidder shall bid for all the items listed in **Table- 1** below; failing to which, the bid shall be treated as non-responsive and shall be rejected.

Table – 1 Cost Summary (Inclusive of Taxes)

Format for Financial Bid

Sr. No.	Item	Duration	Unit Cost	Taxes applicable	Total Cost (Including applicable taxes)
1.	Production of walkthrough Video for MMRC	9 minutes			

Cost Break down for Financial Bid

Sr. No.	Item	Duration/No.	Total Cost (Including applicable taxes)
1.	Drone View of Route Alignment	2 min.	
2.	Tunnel View	2 min.	
3.	View of the Trains (both inside and outside view)	2 min.	
4.	Station view including the entry and exit views	3 min.	
5.	3D images (stations, trains, tunnels, depot, etc.)	5 numbers	
6.	Total		

Section: 6

ANNEXURE

6 Annexure

6.1 Draft Agreement, Performance Bank Guarantee Format

❖ Draft of Agreement Format

- ❖ **THIS AGREEMENT** made the day of 2015 BETWEEN Mumbai Metro Rail Corporation Limited having its office at 3rd Floor, Namtri 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”) “Selection of Agency for preparing short walkthrough videos on 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/Lol 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: <Lol 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)

❖ **Format for Performance Bank Guarantee**

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP: "Selection of Agency for preparing short walkthrough videos on MMRC")

KNOW ALL by these presents that WE ----- of -----
----- Having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the MMRC (hereinafter called "theMMRC") in the sum of ----- for which payment well and truly to be made to the said MMRC, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this -----day of -----2015.

The Conditions of this obligation are:

- In the event of the successful bidder being unable to service the contract for whatever reason, MMRC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the MMRC as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. MMRC shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
- MMRC shall also be entitled to make recoveries from the Respondent'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.

We undertake to pay to the MMRC up to the above amount upon receipt of its first written demand, without the MMRC having to substantiate its demand, provided that in its demand the MMRC will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____, and any demand in respect thereof should reach the Bank not later than the above date.

6.2 Format of sending Pre-bid queries

Ref: RFP Notification <<>>

Name of the Bidder:

Contact Address of the Bidder:

Sr. No.	Section Number	Page Number	Query

Signature:

Name of the Authorized signatory:

Date

----X---