



## **Request for Proposal**

**For**

### **Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years**

**Tender Reference Number: MMRC/IT/AMC and FMS/77**

**Date of Issue: 30.11.2019**

**Tender document Amount: Rs. 5000 + GST @18%**

**Issued By:**

**Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051**

**Email: [it.pmo@mmrcl.com](mailto:it.pmo@mmrcl.com)**



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## 1. Disclaimer

This Request for Proposal (RFP) for “**Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years**” is issued by Mumbai Metro Rail Corporation (MMRC).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MMRC, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MMRC. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MMRC Project, the regulatory regime which applies thereto and by and all matters pertinent to the MMRC Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the MMRC Project. MMRC shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

MMRC shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MMRC in selecting the Service Provider who qualifies through this RFP shall be final and MMRC reserves the right to reject any or all the bids without assigning any reason thereof. MMRC further reserves the right to negotiate with the selected Service Provider (SP) to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MMRC may terminate the RFP process at any time without assigning any reason and upon such termination MMRC shall not be responsible for any direct or indirect loss or damage arising out of such a termination.



## 1.1 Abbreviations

Abbreviation	Description
<b>BKC</b>	Bandra Kurla Complex
<b>DSC</b>	Digital Signal Certificate
<b>EMD</b>	Earnest Money Deposit
<b>AMC</b>	Annual Maintenance Contract
<b>GCC</b>	General Contract Conditions
<b>GoM</b>	Government of Maharashtra
<b>IT</b>	Information Technology
<b>ITB</b>	Instructions to bidder
<b>MML-3</b>	Mumbai Metro Line – 3
<b>MMRC</b>	Mumbai Metro Rail Corporation
<b>NDA</b>	Non-Disclosure Agreement
<b>PBG</b>	Performance Bank Guarantee
<b>PDF</b>	Portable Document Format
<b>RFP</b>	Request for Proposal
<b>SD</b>	Security Deposit
<b>SLA</b>	Service Level Agreement
<b>TEC</b>	Tender Evaluation Committee
<b>CAMC</b>	Comprehensive Annual Maintenance Contract
<b>FMS</b>	Facility Management Services
<b>OEM</b>	Original Equipment Manufacturer



## 1.2 Key Terms – Definition

Term	Definition
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MMRC.
Bidder(s)	Service Provider and or a Large Account Reseller (LAR) of Computer and Printer OEMs
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Contract / Project Period	Signing of contract + 3 Years of Comprehensive Annual Maintenance Contract, which can be further extendable by 1 year by mutual consent.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MMRC, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MMRC to demonstrate commitment and intention to complete the process of selection of Bidder for implementation of ERP in MMRC.
End of Contract	This refers to the time when the Contract Period has ended.
RFP/ Tender	This means the Request for Proposal released, containing the technical, functional, commercial and operational specification.
Contract	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contractor	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work.
Subcontractor	This means person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.
Employer	This shall mean MMRC and is the party who will employ the Contractor to carry out the Works.
Users	This means the internal and external users of the System including citizens, business firms, MMRC including its offices, corporations and agencies and their employees, as the context admits or requires





## 1.3 Tender Notice

### TENDER NOTICE

**Tender Ref No: MMRC/IT/AMC and FMS/77**

**Date: - 30.11.2019**

Mumbai Metro Rail Corporation (MMRC) hereby invites bids from eligible bidders for Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years. Last date for bid submission is 23.12.2019 till 5:00 pm & EMD amount will be Rs. 2, 00, 000/- (Rupees Two Lakhs Only). For details, please refer e-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) & for any e-Tendering support, bidder may contact ITI representative at (Ph. No. 7980042472/8356932487) for any assistance. Contact Timings-India 09.00 Hrs. – 20.00Hrs (GMT+5.30).

Date: 30.11.2019

Place: Mumbai

SD  
Chief General Manager (Signal & Telecom),  
MMRC

## 2. Invitation for Proposal

MMRC hereby invites Proposals from reputed, competent and professional companies, who meet the Pre-Qualification Criteria as specified in this bidding document for **“Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years”**, as detailed in Section 3.24 of this RFP document.

All documents related to RFP is available from the MMRC e-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) without registration. All bidders must note that this being E-tender, bids received only through online on E-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) shall be considered as an offer. Any bid submitted in paper form will not be received and opened and shall be summarily rejected. To participate applicant / bidders is required to register and bid using following steps.

### Step 1: Registration of Applicants/Bidders

- Go to website: [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC).
- Click on “Register Me” button.
- Fill in their desired User ID, Company Details by their own.
- Vendor in possession of DSC Class III may insert Digital Signature Certificate token in computer’s USB drive, and click on “Update Digital Signing Certificate Serial No. From USB token”. A new PKI based “Signer Certificate” window will open. Browse your Signer Certificate, enter token password and click on Register.
- For those without DSC, it is mandatory to apply for the DSC.
- Do not enter special character(s) in any field except “Email Address”, “Website (URL)” and “Alternative Email Address”.
- Then click on “Create profile”.
- You will be forwarded to “Document Upload” screen. Upload documents as specified in previous page. After uploading is completed, click on “Finish Upload”.
- You will be forwarded to Payment screen. Make registration payment.
- The User ID and system generated password with payment confirmation will appear on the next screen which can be printed for future reference.
- For enabling the User ID, forward the registration acknowledgement to [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) and [twhelpdesk753@gmail.com](mailto:twhelpdesk753@gmail.com) along with a Request Letter.
- Download the format for Request letter from Home page (available under Click to view Latest Circulars / Format). Letter should be duly signed with rubber stamp.

**Step 2: Apply digital signature (known as “digital signature certificate”): following registration a token (data card) will be issued to the registered company.**

- **Applying Class III Digital Signature Certificate: (token issued upon registration)**



- The applicant/bidder is required to apply for a class III Digital Signature Certificate (DSC). Digital Signature Certificate which is obtainable from either the authorized agencies of CCA (Controller of Certifying Authorities in India [www.cca.gov.in](http://www.cca.gov.in)).
- **Procedure for submission of E-tender by bidder:**
- Interested bidders who wish to participate should visit website <http://www.tenderwizard.com/MMRC> which is the ONLY website for bidding their offer. Further, the procedure is as follows:
- Register your company in website [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for obtaining a Login ID and Password (after paying necessary registration charges). This is one time annual payment and applicable for bidding other tenders also.
- Using the login ID, password and digital signature, enter the tender portal to purchase the tender document.
- Pay processing fees and tender cost through e-payment gateway.
- With the payment of processing fee and tender cost, the bidder can download the 'Technical bid' (Microsoft Excel file 'Technicalbid.xls') and 'Financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking on the link "Show Form".
- Download the 'Technical bid' and 'Financial bid' and save them without changing the file name. Fill up your quotations, save them. Then upload the 'Technical bid' and 'Financial bid' in appropriate links.
- Attach supporting documents first in "Document Library". Then attach them by selecting in particular tender.
- On Submission of tender a system generated "Acknowledgement Copy" of tender submission will be received.
- Bidder can change quoted rates any time before closing date & time.
- Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.
- Bidder manual & system requirement is available on website [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for necessary help.
- All Bids must be uploaded on-line on E-Tendering portal. [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) before the time and date specified in the pre-qualification Data sheet / Bid Data sheet.
- Being e-tenders the bidders will not be able to upload bids after the designated time of bid submission.
- The Applicants/Bidders are advised to regularly visit the e-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for updates.
- N.B: Bidders are requested to refer to the Vendor's manual by downloading the Vendor's Manual by visiting [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) and clicking on "Help Manuals".
- Bidder may contact ITI representative at (7980042472/8356932487) for any assistance. Contact Timings-India 09.00 Hrs. – 20.00Hrs (GMT +5.30)

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.

## 2.1 Key Events and Dates

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

#	Particular	Details
1.	Advertising Date	From:30.11.2019, Time: 11:00 am
2.	Name of the project	RFP for Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years.
3.	RFP Document Download and Submission Start Date & Time	From Date: 30.11.2019 Time: 11:00 am Till Date:23.12.2019Time: 3:00 pm
4.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="http://www.tenderwizard.com/MMRC">www.tenderwizard.com/MMRC</a>
5.	Last date (deadline) for Submission of bids	23.12.2019 till 3.00 pm
6.	Last date for Submission of Pre bid Queries	09.12.2019 till 5.00 pm
7.	Pre-Bid Meeting	06.12.2019 at 11:30 am Conference Room, Ground Floor, Wing A, MMRCL Transit Office, North Side of City Park, 'E' Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051
8.	Date and time for opening of Technical proposal	23.12.2019 at 04:00 pm
9.	Date and time for opening of Commercial proposal	Will be intimated later to the qualified bidders
10.	Detail of the contact person and Address at which sealed bids are to be submitted	Chief General Manager (Signal & Telecom) Ground Floor, Wing A, MMRCL Transit Office North Side of City Park, 'E' Block Bandra Kurla Complex, Bandra (East) Mumbai—400 051 E-mail: <a href="mailto:it.pmo@mmrcl.com">it.pmo@mmrcl.com</a>

## 2.2 Other Important Information Related to Bid

#.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 2,00,000 (Rupees Two Lakhs Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 5000 + GST @18%
3.	Bid Validity Period	One hundred and eighty (180) days from the date of opening of bid
4.	Performance Security Deposit value (Bank Guarantee)  Last date for furnishing Performance Security Deposit to MMRC (By successful bidder)	10% of total contract value as bank guarantee.  To be submitted within 4 weeks from date of notice of award of the contract or as intimated in the work order issued by MMRC.
5.	Performance Security Deposit (BG) validity period	Performance Security Deposit, as bank guarantee, should be valid for 6 months post end of contract period, as indicated in point 7 below.
6.	Last date for signing contract agreement	Within 2 week after Letter of Acceptance (LoA) or as intimated by MMRC.
7.	Contract Period	Signing of contract + 3 Years of Comprehensive Annual Maintenance Contract, which can be further extendable by 1 year by mutual consent.

*Note: Prospective Bidders may visit MMRC IT Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.*



### 3. Instructions to Bidders

#### 3.1 Introduction of MMRC

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

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

#### 3.2 Purpose

MMRC seeks the services from reputed, competent and professional Information Technology (IT) companies for the “**Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years**”. 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 4 of this RFP document.

#### **Address for Correspondence & Contact Person:**

Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051

E-mail: [it.pmo@mmrcl.com](mailto:it.pmo@mmrcl.com)

#### 3.3 Consortium

Consortium or joint ventures are not allowed.

#### 3.4 Sub-Contracting Conditions

Sub-Contracting is not allowed.

#### 3.5 Completeness of Response

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. 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.

### **3.6 Proposal Preparation Costs**

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

### **3.7 Bidder Inquiries**

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as prescribed in the section 6.3. The response to the queries will be published on [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC). No 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.

### **3.8 Amendment of RFP Document**

1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned website/portal on regular basis to check for necessary updates. The MMRC also reserves the right to amend the dates mentioned in this RFP.

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 Earnest Money Deposit (EMD)**

1. Bidders shall submit, EMD of Rs. 2, 00, 000/- (Rupees Two Lakhs Only) through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit (Bank Guarantee) for an amount equal to 10% of Total Contract Value in the format provided in Annexure B of the RFP.





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.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. 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.

### **3.13 Authentication of Bid**

1. The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned 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. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. Registered/ irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full time employee of the bidder till the end of contract period.

### **3.14 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.

### **3.15 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 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, lawyer fees etc. MMRC shall give notice to the Successful Bidder(s) of any such claim and recover it from the bidder.

### **3.16 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.

### **3.17 Bid Submission Instructions**

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:



**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
Contract of Computers and Peripherals for 3 years**



Particulars	Instructions
<p><b>Envelope A: Technical Proposal</b></p>	<p>Technical Proposal shall comprise of following</p> <ol style="list-style-type: none"> <li>1. Scanned copy of EMD</li> <li>2. Scanned copy of Receipt of the Tender Fees</li> <li>3. Pre-qualification documents as per section 3.24.</li> <li>4. Bidder and Bidding Firm Details</li> <li>5. Annexure C : Non-Disclosure Agreement</li> <li>6. Annexure D : Power of Attorney</li> <li>7. Checklist for Technical Proposal</li> </ol> <p>Scanned copy of Receipt of the Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.</p> <p>The Technical Proposal and Pre-qualification documents shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 6 of this RFP. Bidders shall submit accurately filled Checklist for Technical Proposal documents as per format in section 6.5.</p> <p>Each page of the Pre-qualification documents should be signed and stamped by the Authorized Signatory of the Bidder. Proposal should be submitted through online bid submission process only.</p>
<p><b>Envelope B: Financial Proposal</b></p>	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 7 of the RFP.</p> <p>Each page of the Financial Proposal shall be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal shall be submitted through online bid submission process only.</p> <p>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</p>

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

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. 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.



3. MMRC may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Pre-Qualification proposal and should incorporate all the clarifications provided by the Bidder on the Pre-Qualification proposal during the evaluation of the Pre-Qualification offer.
4. Financial Proposal shall not contain any technical information.
5. 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.
6. Proposals sent by fax/post/courier shall be rejected.

### **3.18 Late Proposal and Proposal 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 180 days from the date of submission of the proposal.

### **3.19 Modification and Withdrawal of Proposals**

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

### **3.20 Non-conforming Proposals**

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MMRC.

### **3.21 Acknowledgement of Understanding of Terms**

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### **3.22 Bid Opening**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. MMRC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
4. In the first stage, Technical Envelope of proposals shall be opened and evaluated as per the pre-qualification criteria mentioned in Section 3.24 of the RFP.
5. In the second stage, Commercial Proposals of those Bidders, who qualify Pre-Qualification Criteria 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.



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.
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.

### **3.23 Evaluation Process**

1. MMRC shall evaluate the Tender Fee, EMD, Pre-Qualification documents and Financial Proposal (Envelope B) and submit its recommendation to the Competent Authority whose decision shall be final and binding upon the bidders.
2. Bidders shall be evaluated as per the pre-qualification criteria mentioned in Section 3.24 of the RFP.
3. Bidders meeting all the pre-qualification criteria shall be eligible for financial evaluation.
4. Please note that MMRC may seek inputs from their professional, external experts in the Bid evaluation process.

### **3.24 Prequalification criteria**

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	The bidder must be a company registered under <b>the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932</b>	Copy of Certificate of Incorporation/ Registration/Partnership deed Copy of PAN Card Copy of GST Registration
PQ2	Turnover	The bidder must have <b>minimum average annual turnover of Rs.1.5 Crores for last three financial years (FY 16-17, FY 17-18, FY 18-19)</b>	Certificate from the Statutory Auditor / Audited Balance Sheet clearly stating turnover
PQ3	Capability	The bidder must have provided <b>“Facility Management Service for IT Infrastructure” in minimum three organization, each having minimum 300 users in last three financial years (FY 16-17, FY 17-18, FY 18-19)</b>	Work order + Completion Certificates from the client stating successful completion of services



Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ4	Capability	The Bidder must have an <b>office in Mumbai Metropolitan Region.</b>	Letter from authorized signatory on the letter head of the bidder mentioning the address of Service Center
PQ5	Capability	The bidder must have experience of annual maintenance contract of computers and printers of at least <b>1 project with order value not less than Rs. 70 Lakhs</b> OR At least <b>2 projects of with order value not less than Rs. 55 Lakhs</b> OR At least <b>3 projects of with order value not less than Rs. 35 Lakhs</b>	Work order + Completion Certificates from the client stating successful completion of services
PQ6	OEM MAF Submission	The Bidder should be <b>authorized service provider / dealer / reseller / channel partner</b> of HP, DELL and Canon OEMs.	Authorization Letter from HP, DELL and Canon OEMs.
PQ7	Blacklisting	The Bidder must <b>not be debarred/ blacklisted by any Government body/PSU in India as on date of submission of the Bid.</b>	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure A.

### **3.25 Evaluation of Technical Proposal and Prequalification Criteria**

1. Bidders, whose EMD, RFP Document Fees and Bid documents as per clause 3.17 are found in order, shall be considered for Pre-Qualification criteria evaluation.
2. Bidder shall be evaluated as per prequalification criteria mentioned at Section [3.24](#). The bidders who fulfil all the prequalification criteria shall qualify for further commercial evaluation.
3. 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 pre-qualification evaluation.
4. At any time during the Bid evaluation process, MMRC may seek oral or written clarifications from the Bidders. MMRC may seek inputs from their professional and technical experts in the evaluation process.
5. 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 pre-qualification evaluation process.
6. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.



7. MMRC reserve the right to accept or reject any or all bids without giving any reasons thereof.
8. MMRC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### **3.26 Commercial Evaluation & Award Criteria**

1. Amongst the bidders who are considered for financial evaluation, the bidder who has quoted the least and reasonable will be considered as most eligible for award, at the discretion of MMRC. MMRC, however reserves the right to accept or reject any or all bids without giving any reasons thereof.
2. 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.
3. However, MMRC reserves the right to further negotiate the prices quoted by the most responsive bidder.

### **3.27 Award of Contract**

#### **3.27.1 Letter of Acceptance**

Prior to the expiration of the period of bid validity, MMRC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract.

#### **3.27.2 Signing of Contract**

MMRC shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with MMRC within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by MMRC. Upon the Successful Bidder's furnishing of Performance Security Deposit, MMRC will promptly notify each unsuccessful Bidder.

#### **3.27.3 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.

### **3.28 Non-Disclosure Agreement (NDA)**

The Successful Bidder has to sign the Non- Disclosure Agreement (Annexure C) with MMRC.

### **3.29 Security Deposit**

1. The successful bidder needs to deposit/submit a security deposit equal to 10% of total contract value as Bank Guarantee from scheduled commercial bank only. The security deposit shall be valid for a period of 6 months post end of contract period. It should be submitted within 4 weeks from date of issue of Letter of Acceptance, as notified by MMRC, or as intimated by MMRC due and proper fulfilment of bid document conditions. Total contract value shall be calculated based on rate finalized as per financial format in this tendering process.
2. The security deposit should be submitted within the period specified above, failing which MMRC may cancel the offer made to the bidder.



3. The security deposit will be forfeited if vendor has not fulfilled the terms and conditions as per bid document.
4. MMRC shall also be entitled to make any recoveries due from the bidder from security deposit submitted against this bid document. In such case the bidder will have to recoup the security deposit amount so recovered within 10 days.
5. The security deposit shall be retained by MMRC for the period of 6 months from the end of contract period. No interest will be payable by the MMRC on the amount of the Bid Security.
6. Security Deposit will be released after 6 months from the end of contract period or completion of all work whichever is later.

### **3.30 Bid Prices**

The bidder has to quote for “Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years.” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of bids.

### **3.31 Bid Currency**

The rates quoted shall be in Indian Rupees only.

### **3.32 Signature**

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all pages of the Bid, including the tender/bid document. All obligations committed by such signatories must be fulfilled.

### **3.33 Correction of errors**

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall be initialed by person signing the Bid form.

### **3.34 Corrections to Arithmetic errors**

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

### **3.35 Disqualification**

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder qualifies the bid with his own conditions or if the bidder does not qualify for all Pre-Qualification conditions.
3. During validity of the Bid, or its extended period, if any, the bidder increases or decreases their quoted prices.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite supporting documents.



7. Information submitted in Pre-Qualification Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
8. The successful bidder fails to enter into a contract within stipulated time from the date of notice of award of contract or within such extended period, as fixed by MMRC.
9. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
10. Non-fulfilling of any condition/term by bidder.

### **3.35.1 Tendering Under Different Names:**

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Managing Director, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above
4. If after the Award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.
- 1.





## 4. Scope of Work

MMRC envisages to select Service Provider to provide Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years. CAMC shall cover Hardware (both under warranty and not under warranty) i.e. Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment, projectors etc. List of Computers and Peripherals is mentioned in Annexure G.

MMRC Offices are located as below, MMRC reserves the right to change below site locations.

Sr. No.	Site Location	Site Location
1.	Package UGC – 01	Churchgate
2.	Package UGC – 02	Azad Maidan
3.	Package UGC – 03	Mahalaxmi
4.	Package UGC – 04	BKC
5.	Package UGC – 05	BKC
6.	Package UGC – 06	CSIA
7.	Package UGC – 07	Marol Naka
8.	Kalbadevi	Churchgate
9.	NaMTTRI Building	BKC
10.	MMRC Project Office	BKC

### 4.1 Facility Management Services (FMS)

- Bidder shall provide dedicated FMS team for MMRC. The FMS resources shall be a single point of contact for the offices of MMRC.
- FMS Team Structure shall be as below.

Sr. No	Resources	Numbers (Nos.)
1.	Desktop Engineer	3
2.	System Administrator	1

- The bidder shall provide below mentioned services under Facility Management service, but not limited to;
  - Helpdesk support
  - Asset management
  - End User IT support
  - Network Management and Monitoring
  - Server Maintenance
  - IT Network Security, Antivirus Management and Compliance
  - Maintenance of IT Infrastructure across MMRC locations





4. MMRC reserves the rights to increase or decrease the number of staff required as per their requirement. Actual demand during the contract period may change as per the requirement of MMRC.

#### **4.1.1 Helpdesk Support**

1. The bidder shall provide required helpdesk support, which includes but not limited to the following activities:
2. The help desk service will serve as a single point of contact for all incidents and service requests.
3. The activities shall include:
  - a. Provide Help Desk facility during agreed service period window for reporting user department incidents / issues / problems with the IT infrastructure & Application related issues
  - b. Provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
    - i. Specific E-Mail account
    - ii. Telephone
    - iii. Online Ticket Management Tool
  - c. Implement a call logging system in line with the severity levels as per the SLAs. The Help desk shall log user and assign an incident/ call ID number. Severity shall be assigned to each call as per the SLAs.
  - d. Track each incident / call to resolution
  - e. Provide feedback to callers
  - f. Analyze the call statistics
  - g. Creation of knowledge base on frequently asked questions to aid users.
  - h. Continuous monitoring of the IT infrastructure at various locations, to ensure application availability as per agreed SLAs.
  - i. Monitoring shall be done with the help of and EMS monitoring tools and system logs/counters and therefore the reports and alerts can be auto-generated.
  - j. Escalate the calls, to the appropriate levels, if necessary as per the escalation matrix agreed between the bidder and the user section. The escalation matrix shall be developed by the bidder in discussion with MMRC.
  - k. Analyze the incident / call statistics and provide monthly reports including but not limited to:
    - i. Type of incidents / calls logged
    - ii. Incidents / calls resolved

- iii. Incidents / calls open
- iv. Root Cause analysis for frequently occurring incidents
- l. The bidder shall provide Help Desk facility during the working hours for reporting issues / problems with the IT infrastructure. The bidder shall provide a service desk facility and set up all necessary channels for reporting issues to help desk.
- m. Update concerned authority with complete and accurate system status.
- n. Maintain an updated on-line help-desk telephone number listing in the Escalation Matrix.
- o. Call tracking and closure.
- p. Problem escalation in case of service levels not adhered to.
- q. Provide detailed contact list of Help Desk Support to all the locations of MMRC and receive log and dispatch or transfer calls.
- r. Make the guidelines for prioritization of calls and escalation procedure with the approval of MMRC.
- s. Prioritize problem calls as per the defined Severity Codes.
- t. Perform problem analysis and identify the problems and arrange for on-site/off-site support for resolution of problem.
- u. Intimate concerned authority of all the emergencies and equipment failures.
- v. Resolve performance issues of third party vendors, if any.
- w. Shall be primarily responsible for resolving third party service provider (if any) performance issues.
- x. Provide monthly reports on calls handled by Help desk.

#### **4.1.2 Asset Management**

1. Bidder shall record all IT Hardware, located across various MMRC locations covered under the scope of this RFP. The desired asset management service shall cover all necessary required activities but not limited to the following activities:
  - a. Bidder shall establish a dedicated IT Service Centre at the space and location provided by MMRC.
  - b. Create hardware asset database by recording information like configuration details, serial number, asset code, warranty etc. Complete hardware inventory covering for Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment.
  - c. Auto discovery of new IT hardware.
  - d. Record all installation of new machines.



- e. Create Software inventory with information such as License, Version Numbers and Registration Details. Identify unlicensed software installations. Know who is running prohibited software.
- f. Software License Management
- g. Register all software procured by department with respective OEMs.
- h. Notifying Department on licensing contract renewal.
- i. Ad-hoc and scheduled asset management audits.
- j. Periodic reports of the audit.
- k. Record of movement of asset within and out of the MMRC locations. Generation of gate-pass for movement of asset out of the building. Updating the asset database. Generation of exception report when returnable asset are not returned back within the stipulated time.

#### **4.1.3 End User IT Support**

1. The bidder shall be responsible to support IT Infrastructure across MMRC locations. It includes Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment. The desired support service shall cover all necessary required activities but not limited to the following activities:
  - a. Maintaining desktop/client OS software, Network management, etc. as and when required and provide services, such as relocation of PCs, or adding or removing accessories, attachment or other devices/peripherals. Support for Anti-virus scanning, e-mail, Internet access, LAN connectivity.
  - b. Configuration of print server and resolving all printing problems of users.
  - c. Arranging/downloading from Internet and loading of drivers of peripherals, as and when need arise.
  - d. Configuration/reconfiguration of client machines to ensure optimum network connectivity and applications/service availability to all users.
  - e. Bidder shall provide first level assistance to the MMRC users in operations of PC, Printer and software so that the users can perform their work smoothly.
  - f. Client configuration of MS Office clients.
  - g. Installing, reloading, reconfiguring of any desktop/office automation software-mail clients, browsers, applications, clients of any application etc., as and when required.
  - h. Re-establishing the network connectivity and application availability after any hardware/software failure.
  - i. Backup of the data as per the backup policy defined by MMRC.
  - j. Archival of the Backup as per the MMRC backup and archival policy.

- k. In case of hard disk failure, the bidder shall make all attempts possible to retrieve the data and transfer to the new hard disk. The Hard disk should be of same make and have capacity, specification equal to or higher than the original hard disk.
- l. Making its own arrangement to get all system software bug fixes, patches, and upgrades from Internet or the concerned software principals.
- m. Anti-virus updating across the desktops and also updating of Patches from a central location.

#### **4.1.4 Network Management and Monitoring**

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

##### **2. Regular Activities**

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

##### **3. Optimizing Activities**

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



- b. Overall performance monitoring and usage statistics of the Network
4. LAN Audit Services
- a. The LAN audit shall be held every six months which will have below mentioned deliverables:
  - b. Top N Applications in the network
  - c. Top N Talkers in the network
  - d. Internet Usage
  - e. Switch statistics
  - f. Router Statistics
  - g. Network Error, Collision & Utilization statistics
  - h. Application response time analysis
  - i. Recommendations based on the audit results

#### **4.1.5 Server Management**

- 1. The server management includes but not limited to the following activities:
- 2. Application Server
  - a. Application server configuration, tuning monitoring and troubleshooting
  - b. Application server System Administration
  - c. Restoration of Application Server
  - d. Daily analysis of error and access logs
  - e. Updating and modifications if any are required
- 3. Data Servers
  - a. Data Server and cluster Configuration, tuning and monitoring
  - b. Data Server and Cluster Server System Administration
  - c. Restoration of Data Server and Cluster Server
  - d. Daily analysis of error and access logs
  - e. Updating and modifications if any are required.
- 4. Proxy Server
  - a. Proxy server configuration and tuning and monitoring
  - b. Proxy server System Administration
  - c. Proxy Software Installation and configuration
  - d. Restoration of Proxy Server



- e. Daily analysis of error and access logs
  - f. Updating and modifications if any are required
5. Hardware Management
- a. Checking of disk usage and RAID alarms
  - b. Regular review of the logs for any signs of hardware problems.
  - c. Regular review of server disks, CPU, RAM and network utilization.
  - d. Periodic review of server security.
  - e. Backup plan for the data

**4.1.6 Network Security, Antivirus Management and Compliance**

1. Manning, operation and maintenance of Servers and allied IT security related products/equipment. The task also includes:
  - a. Management and Monitoring of all Security related devices (hardware and software) on regular basis from Internal and external known /unknown vulnerabilities.
  - b. Bidder should follow and maintain the IT security policy as per MMRC & GOM norms.
  - c. Corrective action in case of failure of any security related devices (hardware and software).
  - d. Monitoring of / Regular patch and version upgrades on UTM, servers, Domain Controller, Antivirus and any other security related devices (hardware and software).The proactive action is required.
  - e. Creating the rules and policies in servers for the users as per MMRC instructions. Maintaining the proxy logs and usage patterns.
  - f. Antivirus Management
2. Service Provider has to ensure that entire MMRC network, Servers, Desktops, Laptops remain virus/worm free. Any potential virus/worm threat on the managed infrastructure shall be brought to notice of MMRC. The bidder shall take suitable preventive action, in consultation with the antivirus vendor to ensure that the IT infrastructure remains virus free. The bidder shall ensure that action against the potential virus outbreak is started at the earliest so that MMRC network remains protected. It is the bidder responsibility that all the system/servers antivirus updates are updated regularly. The bidder is also responsible for bringing the machine up after a virus attack.

**4.1.7 Key Resource Qualification and Responsibility**

Table: Manpower Qualifications			
Manpower	Responsibility	Quantity	Minimum Qualifications
Desktop	• Manage Desktops,	3	• B. Tech/ B.E in



**Table: Manpower Qualifications**

<b>Manpower</b>	<b>Responsibility</b>	<b>Quantity</b>	<b>Minimum Qualifications</b>
Engineer	<p>Printers, Laptops, Tablets related issues</p> <ul style="list-style-type: none"> <li>• Microsoft, Mac, Linux Operating System, Installation, configuration and troubleshooting; Activities like data backup/restore, antivirus update, patch management etc.</li> <li>• Managing Office Applications, productivity applications like MS Office, email, etc.</li> <li>• Coordination with OEMs for call logs and resolution.</li> <li>• Any other IT support related work as per MMRC's requirement</li> </ul>		<p>CS/EE/MCA</p> <ul style="list-style-type: none"> <li>• Additional Certificates like Diploma in Computer Hardware and Networking with course duration of minimum 1 year from Govt. Recognized institution</li> <li>• Relevant Exp.: 3 yrs.</li> <li>• Languages known :Hindi, English, Marathi</li> <li>• Should have expertise in MS-Office</li> <li>• Should have experience in Government projects</li> </ul>
System Administrator	<ul style="list-style-type: none"> <li>• Computer Technician should have worked as a Server Technician.</li> <li>• Must have experience of maintaining server room, troubleshooting data center equipment, Repair servers (replace hard drives; replace bad sticks of RAM, MoBos, etc.)</li> <li>• NIC e-Office Support                             <ul style="list-style-type: none"> <li>• Server Administration</li> <li>• E-Office Application Administration</li> <li>• E-Office User handholding support</li> </ul> </li> </ul>	1	<ul style="list-style-type: none"> <li>• B. Tech/ B.E in CS/EE/MCA Additional certificates like MCSE/RHCE or equivalent, RHEL.</li> <li>• Previous Experience of NIC e-Office Application</li> <li>• Relevant Exp.: 2 yrs.</li> <li>• Languages known: Hindi, English, Marathi</li> </ul>
<b>Total Number of Resource</b>		<b>4</b>	

#### **4.2 Comprehensive Annual Contract of Computers and Peripherals**

1. The CAMC would be comprehensive in nature i.e. including cost of Resident Engineers, maintenance of equipment and replacement of all new original spares in original packing for proper functioning of all systems and includes all Hardware (both under



warranty and not under warranty) i.e. Servers, Desktops, Laptops, Printers, Plotters, Scanners, UPS, Tablet PCs, Networking equipment, projectors etc. The services consist of preventive and corrective maintenance and include carrying out necessary repairs.

2. All the components required to be replaced will be of original make. In the service report, the details of the part number and serial number (if any) must be brought out clearly.
3. Preventive maintenance and carrying out the necessary repairs and fittings of faulty parts wherever applicable which will also include cleaning, lubrication, inspection testing. This shall include dirt/ dust cleaning, wet mopping, cleaning with iso-propyl alcohol etc. in all the equipment. Consumables material and tools and tackles required for performing the preventive maintenance shall be provided by the bidder. Preventive maintenance shall not be attended during run / office time. However, preventive maintenance which does not affect normal operation can be attended during run time with the permission of user. Preventive maintenance shall be carried out at least once in a quarter over and above the break down call if any, with due intimation to the officer in-charge of the MMRC location. The bidder should provide a preventive maintenance plan in advance.
4. The objective of the hardware maintenance service is to ensure that all the components of hardware, work perfectly in unison and deliver rated performance during the period covered by the agreement between the bidder and MMRC and that the systems uptime is up to the standards, as mentioned in the RFP.
5. As the Contract includes replacement of any part damaged, the Bidder is required to maintain 10% of Stock of Total Hardware covered under CAMC. This includes keeping sufficient number of spares, such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, Combo Drive, cables etc. with IT Division, MMRC, as standby so as to put these in systems whenever required and thus the systems/peripherals can be repaired urgently.
6. Any cost incurred towards transportation of the new /repaired as well as standby equipment to the premise of any MMRC Office shall be borne by the Bidder.
7. Complaint Register/Computer will be kept in I.T. Department MMRC for registering the complaint.
8. The Bidder must give Unique Complaint Number for every complaint made on the receipt of the complaint. This number will be used for referring to the problem in future.
9. Each MMRC office has to register their complaint to obtain complaint number and properly register in prescribe complaint register book.
10. The Bidder shall not subcontract the maintenance job to outside agency.
11. All those computers/Servers coming out of warranty during the contract period should be added to CAMC from the next date of the expiry of the warranty.





12. All the faulty hard drive will be submitted to MMRC IT Cell. Hard drive will not be taken out of MMRC building without prior permission of IT Cell.
13. The bidder shall co-ordinate with other vendor(s) for replacement of any defective hardware which are under warranty at the time of contract signing. However, it is the duty of bidder to ensure required uptime by provisioning appropriate stand by.
14. MMRC reserves rights to increase or decrease the number of hardware to be considered under CAMC. Payment towards the same will be made at actuals on pro rata basis.

### 4.3 Project Timelines

T= Signing of Contract Agreement

Sr. No	Milestone	Deliverables	Timelines
1	Acceptance of contract agreement	Signed Contract & PBG of 10% of total contract value	Project Start Date (T)*
2	Commencement of Facility management Service for maintenance Service of IT Infrastructure at MMRC	Deployment of FMS resources	T + 1 Week

### 4.4 Payment Terms

1. Payments shall be made on quarterly basis subject to applicability of SLAs. The payment shall be based on CAMC services carried and actual deployment of resources and s at the end of each quarter.
2. No Advance payment against Purchase Order or Work order.
3. Taxes shall be paid as per actuals.

### 4.5 Penalty

1. If the Service Provider fails to supply, configure and commission all printers within stipulated time as per Project timeline Section 4.5, MMRC will impose a penalty of 2% of the total order value for each week's delay, subject to maximum of 10% of value of the late delivered items. In this case, MMRC reserves the right to cancel the order and terminate the contract and recoveries, if any, will be made from Service Provider's security deposit or bills payable.
2. Penalty amount will be deducted from the bills payable to vendor or Security Deposit or both.
3. If the amount is deducted from the security deposit, the Service Provider will have to recoup the amount so recovered within 10 days.
4. The discretion to waive the penalty, if informed and found justifiable, will be with concerned MMRC official.

### 4.6 Helpdesk / Customer Support

1. The Service Provider shall provide a centralized helpdesk/ customer care centre telephone number/ E-mail/ fax number for attending user request/ complaints. The



helpdesk/customer care centre shall operate during working hours Monday to Saturday 9:00 to 19:00 for the support period. A detailed escalation plan shall have to be submitted before the commissioning of the services.

2. The Service Provider shall provide an incident tracking system via a web interface / mail, available in real-time which will issue a trouble ticket once a complaint is booked successfully. This trouble ticket system should be capable of generating monthly/quarterly/half yearly/yearly reports.
3. The help desk service will serve as a single point of contact for all incidents, escalation / closure of incidents for the IT/User departments and service requests.

## **4.7 Service Level Agreement (SLAs)**

### **4.7.1 Criticality of Services:**

#### **1. Criticality level-1:**

Any server related issues like hardware failure, OS failure etc. A critical problem, which affects large number of users / prioritized users / networks / servers e.g. Server UPS, Gateway Routers, Layer-3 and 2 core switches, networked printers, messaging servers, domain servers and other mission critical server, including their power supplies for servers, routers etc. affecting any segment of the LAN network or connectivity between any two segments including security breach.

#### **2. Criticality level-2:**

A major problem, which affects the individual user, e.g. PCs, desktop printers, UPS, edge switches hubs etc.

#### **3. Criticality level-3:**

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

**Critically Level Classification but not limited to as detailed below:**

<b>Component Affected *</b>	<b>Criticality Level-1,</b>	<b>Criticality Level-2,</b>	<b>Criticality Level-3</b>
<b>Server</b>	Server not booting up; Cannot login to server; Database has Stopped.		Server upgrades, Bug fixes, patch installations Preventive maintenance
<b>Desktop PCs Laptops and tablet PCs</b>	Desktops, Laptops and tablet PCs of prioritized users.	Slowing down of PC, No display, Not able to boot, Not able to login, Keyboard / mouse not working, Virus problem, Local printing problems	Hardware & software installation and upgrades: New software installation: Movement of Hardware and profile maintenance etc.



<b>Component Affected *</b>	<b>Criticality Level-1,</b>	<b>Criticality Level-2,</b>	<b>Criticality Level-3</b>
		Windows and MS Office problems.	
<b>Network</b>	Failure of core switches, L-3 switches, routers. Floor switches		Configuration change of router
<b>IT / Network Security</b>	Failure at perimeter level, Server and DCS, Failure for prioritized user		Failure not mentioned in criticality – I & II
<b>Software</b>	OS problem on Server, OS corruption, virus attack	Performance tuning /response time	New software Installation
<b>IT Peripherals and other activities</b>	Any call of prioritized users, Networked printers, L-3 switches, Centralized printers	Desktop printers,	Problems in scanners, peripherals and devices etc. not covered in criticality –II; installation of Desktops; reconfiguration, creation of profiles and movement of equipment etc.
<b>UPS</b>	Failure of UPS		

\*The amendment to the above mentioned components is at the discretion of MMRC. The same shall be communicated to bidder in advance as and when it is modified.

**4.7.2 Response & Resolution Time**

**1. Response time:**

Time taken by the bidder between registration of the complaint by MMRC user at help desk and the time taken by the bidder for responding the complaint.

**2. Resolution time:**

It is the total time taken by the bidder between registering the complaint at help desk of the site and rectifying the fault. This time includes time taken to respond, diagnose, repair / replace the faulty component/module/device.

**4.7.3 Desired Response & Resolution time:**

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



**4.7.4 Manpower Availability:**

<b>Service Level Objective</b>	<b>Measurement/ Methodology</b>	<b>Target / Service Level</b>	<b>Penalty</b>
Attendance during Annual Maintenance Contract duration	Number of days present at MMRC Office	Less than or equal to 2 days of leaves in a month by a personnel	Personnel shall be allowed 2 leaves in a month after providing a written permission from MMRC. Also, resources in similar capabilities will not be allowed to take joint leaves together. For e.g. all three networking staff cannot take leave at the same time. Post 2 leaves in a month, per day amount for each additional leave shall be deducted.
Unsatisfactory Performance of resource	Performance of resource	Monitoring shall be on daily basis.	In case of Unsatisfactory Performance of resource, MMRC may request bidder to replace and change resource
Change of resource			In case of resource being changed, Service Provider shall provide 1 month prior notice to MMRC and arrange for complete knowledge transfer of new resource.  In case of extended leave by resource, a temporary resource may be proposed by Service Provider, meeting all qualification as stated in Section 7.2.

**4.7.5 Calculation of Penalty**

While calculating the penalty based on the above SLA on the resolution time/ down time for IT Infrastructure, following are the points to be considered.

**1. Run Time:**

- i. **Servers System(s):** The run time for Servers and Server system is **24x7 for all 365 days**. Server Systems refers all the connected components to the server such as all Networking equipment, Power supply systems (UPS) etc.



- ii. **Desktops and Peripherals for priority users:** The run time for the desktops and peripherals will be **24x7 for all working days**
  - iii. **Desktops and Peripherals:** The run time for the desktops and peripherals will be from **9.00 AM to 7.00PM on all working days.**
2. The bidder should adhere to the response time for all the IT infrastructure as per the criticality of the issue described above in 4.7.1
  3. The penalty shall be calculated on the downtime, i.e. time from the logging of issues with help desk by the user till it is finally resolved.
  4. Maximum down time of IT infrastructure in a day will be equal to run time of the hardware. i.e., if Desktop is down from 9 am to 9 am (next day) the total down time will be 10 hrs. (9AM to 7PM) and not 24 hrs. However, in case of Servers & prioritized users the downtime is the actual downtime. i.e. if Desktop of prioritized users / Servers is down from 9 am to 9 am (next day) the total down time will be 24 hrs and not 10 hrs. (9AM to 7PM).
  5. In case of intermittent failures and repetitive problems due to improper diagnosis or repair the system will be treated as continuously down from the time of first fault reporting.
  6. Penalty would be charged in case the downtime is more than the admissible resolution time/ Response as mentioned in 4.7.2. At any point in time, when the down time exceeds the SLA, MMRC, shall deduct the penalty charges from the quarterly payment as under.
  7. Penalty charges calculation is as follows:
  8. The below concession shall be considered at the end of quarter for penalty calculation.
    - a. Critical – I: There are shall be five permissible incidents exceeding downtime.
    - b. Critical – II: There are shall be ten permissible incidents exceeding downtime.
    - c. Critical – III: There are shall be fifteen permissible incidents exceeding downtime.

Criticality Level - 1	Criticality Level - 2	Criticality Level- 3
Rs.5000 per incident exceeding permissible downtime	Rs.3000 per incident exceeding permissible downtime	Rs.1000 per incident exceeding permissible downtime

- d. For example, at the end of quarter if there are total seven incidents of critical-I which exceed the permissible downtime then the penalty shall be calculated as follows:
- e. Total no. of Incidents exceeding permissible downtime: 7
- f. Permissible Incidents exceeding downtime in quarter: 5

- g. Charges for Critical I Incidents: Rs. 5000/-
  - h. Penalty Charges:  $(7 - 5) \times 5000$
  - i. Charges : 10,000/-
  - j. The same method shall be used for calculation of penalty for other criticality levels.
9. The concessional incidents shall be limited to that particular quarter. In any situation it shall not be carry forward to next quarter. The amendment in number of permissible incidents exceeding downtime is at the discretion of MMRC. The same shall be communicated to bidder in advance as and when it is modified.
10. Penalty charges should be limited to the 10% of contract value till the end of contract period. However, MMRC has right to blacklist the bidder on non-performance.

#### **4.7.6 Exception**

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

Penalties shall not be levied on the successful bidder in case of Force majeure event affecting the SLA, which is beyond the control of the successful bidder.

#### **4.8 Exit Management**

1. The Service Provider shall decommission and withdraw all printers after the completion of the contract period and formally close the project. This process will be initiated 3 months before the ending of the project contract. In order to align both the parties on transition modalities, the Service Provider will submit a detailed Exit Management Plan before 3 months of the ending date of the contract. Exit Management Plan will include following but not limited to:
  - a. Detailed inventory of all printers, hardware components, documents, manuals, etc. created under the Project.
  - b. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
  - c. Proposal for necessary setup or institution structure required at MMRC level to effectively maintain the project after contract ending.
  - d. Training and handholding of MMRC Staff or designated officers for maintenance of project after contract ending.
2. MMRC will approve this plan after necessary consultation and start preparation for transition.

## **5. General Conditions of Contract**

### **5.1 General Guidelines**

1. The system of recording, measurements and payments will be based on the MMRC in vogue.
2. It is presumed that the Service Provider has carefully studied standard, specification of the individual items and all condition before estimated rates are quoted by him.
3. Special provisions in the detailed specifications or wording of any item shall give precedence over the corresponding contract provisions, if any. In case of any contradictions in the specifications, the interpretation and decision of the IT in-charge shall be final and binding.
4. If the Service Provider has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e. before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Service Provider, the matter will be decided according to the tender stipulations.
5. No extra claims shall be accepted as regards specifications, infrastructure, all taxes (Sales Tax, GST, etc.), royalties, and any other applicable taxes / charges etc.

### **5.2 Interpretation**

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

### **5.3 Key Performance Measurements**

1. Unless specified by the Employer to the contrary, the Service Provider shall implement the infrastructure, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.





2. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

#### **5.4 Commencement & Progress**

The Service Provider shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Service Provider shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
2. The Service Provider shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Service Provider's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
3. The Service Provider shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Service Provider shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Employer and shall, at all times, support and safeguard the Employer's legitimate interests in any dealings with Third parties.

#### **5.5 Trademarks, Publicity**

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor did permitted to be publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

#### **5.6 Ethics**

Service Provider represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of this Agreement.





## 5.7 Employer's Obligations

1. Employer nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Service Provider.
2. Employer shall ensure that timely approval is provided to the Service Provider as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
3. Employer's Representative shall interface with the Service Provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Employer shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. Employer may provide on Service Provider's request, particulars/information/ or documentation that may be required by the Service Provider for proper planning and execution of work and for providing services covered under this contract and for which the Service Provider may have to coordinate with respective vendors.
5. Employer may provide to the Service Provider, sitting space and basic infrastructure at their office location.

## 5.8 Events of default by the Service Provider

The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Service Provider. The events of default as mentioned above may include inter-alia the following:

1. The Service Provider's Team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
2. The Service Provider's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Service Provider has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the Service Provider may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer;
3. The Service Provider has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default notice which laid down the specific deviance on the part of the Service Provider's Team to comply with any stipulations or standards as laid down by the Employer; or
4. The Service Provider's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Employer during the term of this Contract



and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.

5. The Service Provider's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.
7. The Service Provider's Team has failed to comply with or is in breach or contravention of any applicable laws.
8. The Service Provider's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Service Provider by the Employer the Service Provider fails to remedy the default to the satisfaction of the Service Provider, the Employer may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.

## **5.9 Consequences of Default**

Where an Event of Default subsists or remains uncured the Employer shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Service Provider shall be obliged to comply with which may include re-determination of the consideration payable to the Service Provider as agreed mutually by Employer and Service Provider or through a third party acceptable to both parties. The Service Provider shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Service Provider under the Contract by a written notice of suspension to the Service Provider, provided that such notice of suspension:
  - a. Shall specify the nature of the failure; and
  - b. Shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.

## **5.10 Audit, Access and Reporting**

### **5.10.1 Purpose**

1. This section details the audit, access and reporting rights of Employer and the respective obligations of Service Provider under the contractual terms of Project Implementation, Operation and SLA Management.
2. Employer shall engage a suitable, neutral and technically competent third party agency or agencies for conducting audit and certification, upon intimation by the Service Provider that the system implementation is complete.



3. The Service Provider being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.

### **5.10.2 Notice and Timing**

1. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits.
2. The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
3. The frequency of audits shall be decided by the Employer
4. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by Employer, in writing.
5. The audit and access rights contained shall survive the termination or expiration of the Agreement.

### **5.10.3 Access**

1. The Service Provider shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
2. Employer shall have the right to copy and retain copies of any relevant records. The Service Provider shall co- operate with Employer in effecting the audits and providing necessary information.

## **5.11 Data Ownership**

All the data created as the part of the project would be owned by the Employer. Successful Bidder shall take utmost care in maintaining security, confidentiality and backup of this data.

## **5.12 Other Conditions**

### **5.12.1 Indemnity**

The Service Provider shall indemnify the MMRC against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Service Provider in the execution of or in the connection with



the work of this Contract and against loss or damage to the MMRC in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

#### **5.12.2 Corrupt or Fraudulent Practices**

1. The MMRC requires that Bidders/Suppliers/Contractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy MMRC.
2. Defines, for the purposes of this provision, the terms set forth below as follows:
3. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
4. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
5. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
6. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

#### **5.12.3 Jurisdiction of Courts**

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only

#### **5.12.4 Import License**

The Service Provider shall have to make their own arrangements to secure import license and / or release of controlled or scarce infrastructure if required by them for fulfilment of the contract. The MMRC shall not be bound to give any assistance to the bidders in that behalf.

#### **5.12.5 Safe Custody**

All the charges for safe custody and withdrawal of and for the collection of interest etc. on the proper deposit will be payable by the contractors.

#### **5.12.6 Risk & Cost**

1. In case the Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the MMRC reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.
2. If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MMRC authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in

General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

#### **5.12.7 Conflict of Interest**

Service Provider shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with MMRC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Service Provider to complete the requirements as given in the application document.

#### **5.12.8 Confidentiality**

1. The Service Provider will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MMRC and other Government Departments. The service provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Service Provider must safeguard the confidentiality of the MMRC's and Government Department's business information, applications and data. For this, service provider is required to sign Non-disclosure agreement with MMRC and Government Department (for the respective project).
2. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The MMRC may apart from blacklisting the Service Provider, initiate legal action against the service provider for breach of trust. The Service Provider shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MMRC.
3. Service Provider shall use reasonable care to protect confidential information from unauthorised disclosure and use.

#### **5.12.9 Arbitration**

If, due to unforeseen reasons, problems arise during the progress of the empanelment leading to disagreement between the MMRC and the Service Provider (or the Government Department and the Service Provider), both the MMRC (and the Government Department as the case may be) and the Service Provider shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either MMRC (or the Government Department as the case may be) or the Service Provider can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be Mumbai

### **5.12.10 Governing law and Jurisdiction**

This contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Mumbai, India.

### **5.12.11 Limitation of Liability**

1. The liability of Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value (contract with the Government Department). The liability cap given under this Clause shall not be applicable to the indemnification obligations.
2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
3. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to the Empanelment Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

### **5.12.12 Variation in Agreement Quantity & its Payment**

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MMRC.
2. Powers of Modification to contract: MMRC shall be entitled by order in writing to enlarge or extend, diminish or reduce in quantities of printers as per agreed quantities on same rates, terms and conditions.

### **5.12.13 Extension of timelines**

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by Contractor to the employer. If failure, on the part of contractor, to complete scope of work in proper time shall have arisen from any cause which the MMRC may admit as reasonable ground for an extension of the time, MMRC may allow such additional time as it considers to be justified by circumstances.

### **5.12.14 Relationships**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "MMRC" (or the Government Department) and the "Service Provider". No partnership shall be constituted between MMRC (or the Government Department) and the Service Provider by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership





has been constituted, or that it has any such power. The Service Provider shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

#### **5.12.15 Termination**

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 (2) through (9) of this GCC Clause 5.12.15. In such an occurrence, MMRC shall give not less than 30 days' written notice of termination to the Service Provider.
2. If the Service Provider 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.
3. If the Service Provider becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.
4. If the Service Provider, in the judgment of MMRC, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 days.
6. If the Service Provider submits to the MMRC a false statement which has a material effect on the rights, obligations or interests of MMRC.
7. If the Service Provider places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MMRC.
8. If the Service Provider 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.
9. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
10. In the event MMRC terminates the Contract in whole or in part, pursuant to GCC Clause 5.12.15.1, MMRC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to MMRC for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
11. MMRC shall not be liable for any payment in case of termination.

#### **5.12.16 Assignment**

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





### 5.12.17 Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Service Provider's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Service Provider 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.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Service Provider's fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
7. If a Force Majeure situation arises, the Service Provider shall promptly notify the MMRC in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the MMRC in writing, the Service Provider 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. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, Board and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MMRC, shall be final and binding on the Service Provider.



### **5.12.18 Non-Fulfilment of Conditions Precedent**

1. In the event that any of the obligations of the Service Provider has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Service Provider's obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Service Provider and Employer shall forthwith invoke the Performance Security Deposit (Bank Guarantee) and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Service Provider prior to the fulfilment in full of the obligations, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Service Provider linked to the delay in fulfilling the Conditions Precedent.

### **5.12.19 Governance Schedule**

1. The Service Provider shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

## 6. Guidelines for Technical Proposal

### 6.1 Technical Proposal Bid Cover Letter

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

Date: dd/mm/yyyy

To

Chief General Manager (Signal & Telecom)

Mumbai Metro Rail Corporation Limited

Ground Floor, Wing A, Transit Office

North Side of City Park, 'E' Block

Bandra Kurla Complex, Bandra (East)

Mumbai—400 051

**Sub:** Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years

**Ref:** RFP Notification number - MMRC/IT/AMC and FMS/77

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 “**Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years**”

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 “**Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years**”, 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 Security Deposit (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 180 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

**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
Contract of Computers and Peripherals for 3 years**

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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:

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**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)



## **6.2 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.

<b>S No</b>	<b>Information</b>	<b>Details</b>
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 Permanent Account Number (PAN) & GST	
7.	Company’s Revenue for the last 3 years (Year wise)	
8.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
9.	Telephone number of contact person:	
10.	Mobile number of contact person:	
11.	Fax number of contact person:	
12.	E-mail address of contact person:	
13.	Sub-Contracting Company Name (if any)	
14.	Mailing Address and contact details of Bidding firm:	
15.	Web Site Address	
16.	Firm Registration Number and Year of Registration	
17.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
18.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	

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

Authorized Signatory

Name

Seal

## **6.3 Format of sending pre-bid queries**

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy and hard copy) as mentioned in section “Key Events and Dates”

*Ref:* RFP Notification number: MMRC/IT/AMC and FMS/77

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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



## 6.4 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 Pre-Qualification and technical bid evaluation.***





## 6.5 Check-list for the documents for Technical Proposal

Sr. No.	Eligibility Criteria	Documents to be submitted	Submitted (Yes / No)	Details
PQ 1	The bidder must be a company registered under <b>the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932</b>	Copy of Certificate of Incorporation/ Registration/Partnership deed Copy of PAN Card Copy of GST Registration		Document Name / Page Number
PQ 2	The bidder must have <b>minimum average annual turnover of Rs.1.5 Crores for last three financial years (FY 16-17, FY 17-18, FY 18-19)</b>	Certificate from the Statutory Auditor / Audited Balance Sheet clearly stating turnover		Document Name / Page Number
PQ 3	The bidder shall have provided <b>“Facility Management Service for IT Infrastructure” in minimum three organization, each having minimum 300 users in last three financial years (FY 16-17, FY 17-18, FY 18-19)</b>	Work order + Completion Certificates from the client stating successful completion of services		Document Name / Page Number
PQ 4	The Bidder should have an <b>office in Mumbai Metropolitan Region.</b>	Letter from authorized signatory on the letter head of the bidder mentioning the address of Service Center		Document Name / Page Number
PQ 5	The bidder must have experience of annual maintenance contract of computers and printers of at least <b>1 project with order value not less than Rs. 70 Lakhs</b> OR At least <b>2 projects of with order value not less than Rs. 55 Lakhs</b> OR At least <b>3 projects of with</b>	Work order + Completion Certificates from the client stating successful completion of services		Document Name / Page Number

**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
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Sr. No.	Eligibility Criteria	Documents to be submitted	Submitted (Yes / No)	Details
	<b>order value not less than Rs. 35 Lakhs in last three years (FY 15-16, FY 16-17, FY 17-18)</b>			
PQ 6	The Bidder should be <b>authorized service provider / dealer / reseller / channel partner</b> of HP, DELL and Canon OEMs.	Authorization Letter from HP, DELL and Canon OEMs.		Document Name / Page Number
PQ 7	The Bidder must <b>not be debarred/ blacklisted by any Government body/PSU in India as on date of submission of the Bid.</b>	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure A.		Document Name / Page Number

**Other important documents required as part of technical proposal**

Sr. No	Particulars	Description	Submitted (Yes / No)	Page Number / Document Name
1.	EMD Receipt	Scanned copy of EMD		
2.	Tender Fee Receipt	Scanned copy of Receipt of the Tender Fees		
3.	Section 6.2	Bidder and Bidding Firm Details		
4.	Annexure C	Non-Disclosure Agreement		
5.	Annexure D	Power of Attorney		

## 7. Guidelines for Financial Proposal

### 7.1 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051

**Subject:** Request for Proposal for Facility Management Service and Comprehensive Annual  
Maintenance Contract of Computers and Peripherals for 3 years

**Ref:** MMRC/IT/AMC and FMS/77

Dear Sir,

We, the undersigned, offer to provide the services for “**Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years.**” 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. 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 submission of Bid.

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:



## 7.2 Financial Proposal Instructions

1. MMRC may award entire scope or part of scope, mentioned in section 4.0, as MMRC deems fit.
2. MMRC does not guarantee work order of any line item in part or whole or volume for the particular line items. The actual volume for the given items may be more or less. The payment shall be made based on unit cost quoted for the particular item on actual services and components is undertaken, and further no extra cost shall be made in any account till the contract period.
3. The bidder shall fill rates for all the items mentioned here. If rate for any item is not mentioned then the bid will be rejected by MMRC.
4. All the prices are to be entered in Indian Rupees ONLY.
5. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items in their bid.
6. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MMRC at the time of releasing the payments.
7. The rates mentioned above shall be valid for the contract duration.



### 7.3 Financial Proposal Format

Ref: MMRC/IT/AMC and FMS/77

#### Financial Proposal Format

**Table A: Summary Cost**

Sr. No.	Particulars	Total Amount	Total Taxes	Total Amount with Taxes
1.	<b>B : Cost of CAMC of Hardware for 3 year</b>			
2.	<b>C: Cost of FMS for 3 year</b>			
<b>Total cost in Figures (T=A+B)</b>				
<b>Total Cost in Words (T)</b>				

**Table B: Cost of CAMC of Hardware for 3 year**

Sr. No.	Particulars	Total Amount	Total Taxes	Total Amount with Taxes
1.	B1: CAMC Cost for Desktops			
2.	B2: CAMC Cost for All in One Desktops			
3.	B3: CAMC Cost for Printers			
4.	B4: CAMC Cost for Multi-Function Printers			
5.	B5: CAMC Cost for Projectors			
6.	B6: CAMC Cost for Firewall and Switches			
7.	B7: CAMC Cost for Scanner			
8.	B8: CAMC Cost for Laptop			
<b>Total cost in Figures (B=B1+B2+B3+B4+B5+B6+B7+B8)</b>				

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**Sub-Table B1: CAMC Cost for Desktops**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Lenovo	Think Centre M7	21	Expired	36				
2.	LENOVO,	i3	13	Expired	36				
3.	LENOVO,	i3	15	Expired	36				
4.	HP	406 G1 i3	20	Expired	36				
5.	HP	406 G1 i3	10	Expired	36				
6.	KBS	Attitude	10	Expired	36				
7.	Dell i5	Optiplex 9020	20	Expired	36				
8.	Dell i3	Vostro 3250	20	Expired	36				
9.	Dell i3	Vostro 3250	15	Expired	36				
10.	Dell i5	Optiplex 9020	5	08/02/2020	35				
11.	Dell i3	Vostro 3250	15	08/02/2020	35				
12.	Dell i5	Optiplex 3050	5	17/07/2020	30				
13.	Dell i3	Vostro 3268	5	17/07/2020	30				
14.	Dell i3	Vostro 3268	5	17/07/2020	30				
15.	Dell i3	Optiplex 9020	5	23/03/2021	21				
16.	Dell i3	Vostro 3268	5	23/06/2021	19				
17.	Dell i5	Optiplex 3050	5	13/06/2021	19				
18.	Dell i5	Vostro 3268	10	27/04/2021	20				
19.	Dell i5	Dell 3470	30	24/05/2022	7				
<b>Total for Desktops</b>									



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**Sub-Table B2: CAMC Cost for All in One Desktops**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Dell	Optiplex 9030 AIO	5	Expired	36				
2.	Dell	Optiplex 7440 AIO	1	Expired	36				
3.	Dell	Optiplex 3464 AIO	1	Expired	36				
4.	Dell	Optiplex 7460 AIO	5	26/03/2022	9				
Total for All in One Desktops									

**Sub-Table B3: CAMC Cost for Printers**

Sr No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	HP	HP LaserJet Pro MFP M126NW	6	Expired	36				
2.	HP	HP LaserJet Pro MFP M128fN	1	Expired	36				
3.	RICHO	RICOH SP 3510 SF	1	Expired	36				
4.	RICHO	RICOH SP C250 SF	1	Expired	36				
5.	HP	HP OfficeJet Pro 8610 E-All in One	7	Expired	36				
6.	Canon	Canon 3010	35	Expired	36				
7.	HP	HP LaserJet 1025	4	Expired	36				
8.	Canon	Canon MF 226 DN	1	Expired	36				
9.	Canon	Canon MF 729CX	1	Expired	36				
10.	HP	HP Inkjet 3635	9	Expired	36				
11.	HP	HP OfficeJet Pro 8610 E-All in One	1	Expired	36				
12.	Samsung	Samsung	10	Expired	36				



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Sr No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
		SCX-3401							
13.	Samsung	Express SLM 2060W	4	Expired	36				
14.	Epson	Epson LB50	1	20/03/2020	34				
15.	HP	HP Officejet 8710	2	15/06/2020	31				
16.	HP	Laserjet M476DW	1	Expired	36				
Total for Printers									

**Sub-Table B4: CAMC Cost for Multi-Function Printers**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Canon	Canon Digital MFD IR 2525	1	Expired	36				
2.	Canon	Canon Printer (C 3320)	4	Expired	36				
Total for Multi-Function Printers									

**Sub-Table B5: CAMC Cost for Projectors**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Epson	EBX 29	2	Expired	36				
2.	Epson	EBU 32	2	Expired	36				
Total for Projectors									

**Sub-Table B6: CAMC Cost for Firewall and Switches**

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Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	D Link Switches	DGS-1210	8	22/03/2020	34				
2.	Cisco Switches	SG 500 L3 switch	2	Expired	36				
3.	Cisco Switches	SG 300 L2 switch	5	Expired	36				
4.	Cisco Switches	SG 350 L2 switch	1	Expired	36				
Total for Switches									

**Sub-Table B7: CAMC Cost for Scanner**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Canon	DR-M1060 Document Scan	2	Expired	36				
2.	Canon	Flatbed Scanner Unit 201	2	Expired	36				
3.	HP	HP Scanjet Enterprise	1	Expired	36				
Total for Scanner									

**Sub-Table B8: CAMC Cost for Laptop**

Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
1.	Lenovo	Workstat Dual Core	3	Expired	36				
2.	Dell	Dell Inspiron 7348, 2 in 1	2	Expired	36				E
3.	HP	240 N3540, N5Q04PA	2	Expired	36				
4.	Dell	INS 5559 i5,	1	Expired	36				
5.	HP	HP 15-AY 503 TX	1	20/05/2020	32				
6.	HP	HP AV 003-TX	1	07/04/2020	34				

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Sr. No	Brand Name	Model Name	Quantity	AMC End Date (dd/mm/yyyy)	No. of months under AMC	Rate per month	Total Cost	Total Taxes	Total Cost with Taxes
			(a)		(b)	(c)	(d)=(a)x (b)x(c)	(e)	(f)
7.	HP	HP ProBook 450-G4	1	01/06/2020	32				
8.	Dell	Inspiron 5559 Notebook	1	17/03/2020	34				
9.	Apple	iPad pro 9.7	1	Expired	36				
Total for Laptop									

**Table C: Cost for FMS Service**

Sr. No	FMS Resource Designation	Quantity	No. of months	Rate	Total Cost	Total Taxes	Total Cost with Taxes
		(a)	(b)	(c)	(d)=(a)x(b)x(c)	(e)	(f)
1.	Desktop Engineer	3	36				
2.	System Administrator	1	36				
Total cost for FMS							

**Note:**

- Quantity mentioned in above table is only for commercial evaluation purposes, actual number of prints may vary.
- For evaluation purpose, contract start date is considered as 01.01.2019. No. of months under AMC shall be subject to change based on date of signing of contract.
- Price to include all maintenance, parts, labour, supplies, toner, staples, delivery, set-up and training. Price does not include paper. The Bidder will not charge for shipping of supplies.
- Rate quoted by the bidder, once finalized and accepted by MMRC shall remain firm & fixed and shall be binding on the successful bidder till completion of comprehensive on-site maintenance period irrespective of actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges.
- MMRC reserves the rights to increase or decrease the number of staff required as per their requirement. Actual demand during the contract period may change as per the requirement of MMRC.
- MMRC reserves rights to increase or decrease the number of hardware to be considered under CAMC. Payment towards the same will be made at actuals on pro rata basis.



## 8. ANNEXURES

### **Annexure A: 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  
Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051

**Subject:** Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

**Tender Reference No: MMRC/IT/ AMC and FMS/77**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred /blacklisted by any Government or PSU 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 and forfeiture of Earnest Money Deposit and/or Security Deposit.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:

## Annexure B: Performance Security - Bank Guarantee Format

### Form of Bid Security (Bank Guarantee)

*(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)*

To  
Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051

Whereas, <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for << Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years>> to Mumbai Metro Rail Corporation Limited – MMRCL (Employer) (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Bidder shall furnish a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>).

Notwithstanding anything contained herein:

**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
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- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 2019

For \_\_\_\_\_

(Indicate the name of the Bank)



## Annexure C: 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 Limited on the one, (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 Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years) (hereinafter called the “Project”) of the MMRC;

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 advise 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:





**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
Contract of Computers and Peripherals for 3 years**

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- 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.



**Request for Proposal for Facility Management Service and Comprehensive Annual Maintenance  
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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



## Annexure D: 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 “Facility Management Service and Comprehensive Annual Maintenance Contract of Computers and Peripherals for 3 years” 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.



**Annexure E: Agreement Format**

**MUMBAI METRO RAIL CORPORATION LIMITED**

**AND**

.....

THESE ARTICLES OF AGREEMENT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen between the **MUMBAI METRO RAIL CORPORATION LIMITED (MMRC)** a company incorporated under companies act, 1956 on 13.04.2008 presently a 50:50 joint venture company of GoI and GoM within the meaning of section 617 of the companies Act 1956 having its office in MUMBAI METRO RAIL CORPORATION LIMITED (MMRC), MMRCL Transit Office, North Side of City Park, 'E' Block, Bandra Kurla Complex, Bandra (East) hereinafter called "The Employer" (which expression shall unless the context does not admit, include its successor or successors and assign or signs) of the one part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_ having their office at \_\_\_\_\_, hereinafter called collectively "The Contractor" (which expression shall unless the context does not admit, include their respective heirs, administrators, executors and surviving partner or partners) of the other part.

WHEREAS the Company invited by its public advertisement No. \_\_\_\_\_ dated \_\_\_\_\_ published in the News Paper \_\_\_\_\_ dated \_\_\_\_\_ public tenders for the execution of works referred to therein and more particularly described in the tender documents constituted in the e-Tender Notice, Instructions to the Bidders, General Conditions of Contract, and other allied documents.

AND WHEREAS the Contractor submitted his tender dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_.

AND WHEREAS the parties hereto are desirous of recording the Agreement so concluded between them which they do hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and read and construed as a part of this Agreement, and the priority of the documents shall be as follows:
  - (a) The Contract Agreement
  - (b) Letter of Acceptance.
  - (c) Addendums to bid documents
  - (d) General Conditions of Contract,
  - (e) Tender Notice & Scope of Works
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein conformity in all respects with the provisions of the Contract.



4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESSTH whereof the parties hereto have caused this Agreement to be executed the day and year first before written:

SIGNED AND DELIVERED FOR AND ON

Signed, sealed and delivered  
**By**

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)



## Annexure F: Manufacturer Authorization Form Format

To  
Chief General Manager (Signal & Telecom)  
Mumbai Metro Rail Corporation Limited  
Ground Floor, Wing A, Transit Office  
North Side of City Park, 'E' Block  
Bandra Kurla Complex, Bandra (East)  
Mumbai—400 051

OEM Authorization Letter

Dear Sir:

### Tender Reference No: MMRC/IT/AMC and FMS/77

We who are established and reputable manufacturers / producers of \_\_\_\_\_  
having factories / development facilities at (address of factory / facility) do hereby  
authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the  
contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services  
offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and  
information pertaining to the Products manufactured or distributed by the Service  
Provider:

1. Such Products as the Employer may opt to purchase from the Service Provider,  
provided, that this option shall not relieve the Service provider of any warranty  
obligations under the Contract; and
2. in the event of termination of production of such Products:
  - a. advance notification to the Employer of the pending termination, in  
sufficient time to permit the Bank to procure needed requirements; and
  - b. Following such termination, furnishing at no cost to the Employer, the  
blueprints, design documents, operations manuals, standards, source codes  
and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical  
support and maintenance obligations required by the contract.

Yours faithfully,  
(Name)  
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed  
by a person competent and having the power of attorney to bind the manufacturer.

\*\*\*\*\*End of Document\*\*\*\*\*