Mira Bhayandar Municipal Corporation (MBMC)

Request for Proposal

For

AMC (Comprehensive) for Computers, Network and Other Pheripherals

Date: 15/10/2026

Commissioner,
Mira Bhayandar Municipal Corporation
Chhatrapati Shivaji Maharaj Marg,
Bhayandar West, Mira Bhayandar
Thane, Maharashtra - 401101
E-mail: it@mbmc.gov.in

Mira Bhayandar Municipal Corporation (MBMC)

Dist. Thane - 401101.

DATE: 15/10/2026

E-TENDER NOTICE

MBMC hereby invites online tenders/bids from interested IT agencies who wish to participate for the following scope:

AMC (Comprehensive) for Computers, Network and Other Pheripherals for a period of one year.

Interested Agencies may contact on any working day between 10:30 to 16:00 Hrs. at the MBMC office. Bid Documents can be downloaded online from 16/10/2026 For Entire Tender notice and to download bid document please visit Website given below.

https://mahatenders.gov.in

The last date for submitting of Bid form duly filled 27/10/2026 till 13:00 Hrs. MBMC reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. **Name**: AMC (Comprehensive) for Computers, Network and Other Pheripherals
2. **EMD**: Rs. 95,000/-
3. **Online Tender Fee**: Rs. 5,700/- + 1026 (18% GST)= Rs 6,726/-

System Manager
Mira Bhayandar Municipal Corporation.

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Glossary

Terms	Definitions
MBMC	Mira Bhayandar Municipal Corporation
IT	Information Technology
RFP	Request for Proposal
EMD	Earnest Money Deposit
LAN	Local Area Network
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
LOI	Letter of Intent
IPR	Intellectual Property Rights
GoM	Government of Maharashtra
NDA	Non-Disclosure Agreement
AMC	Annual Maintenance Contract
OEM	Original Equipment Manufacturer
DD	Demand Draft
ITB	Instructions to bidder

Key Terms and Definitions

Terms	Definitions
Bid/Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Commercial Proposal, clarifications to these, submitted by the Bidder, the Bidder herein, in response to the RFP, and accepted by MBMC
Bidder(s)	Eligible, reputed, qualified IT entities with strong technical and financial capabilities in the field of providing Annual Maintenance Contract (Comprehensive) for Computers, Network and Other Pheripherals
Deliverables	The documents, milestones and activities related to the setting up and operations of Project in MBMC, as defined in the RFP.

Terms	Definitions
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MBMC to demonstrate commitment and intention to complete the process of selection of Bidder for providing AMC (Comprehensive) for Computers, Network and Other Pheripherals
Bidder	"Bidder" means the company with whom the Contract has been entered into for providing services as specified in this RFP and shall be deemed to include the Bidder's successors, representatives (approved by MBMC), their executors, and administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract
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

Section: 1

Invitation for Proposal

1 Invitation for Proposal

1. MBMC hereby invites Proposals from reputed, competent and professional Information Technology (IT) companies, who meet the Pre-Qualification criteria's specified in this bidding document for the **"**AMC (Comprehensive) for Computers, Network and Other Pheripherals **"** as detailed in Section 2.25 of this RFP document.
2. The complete bidding document shall be published on ***https://mahatenders.gov.in*** for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. Bidders are also advised to refer "e-tendering tool kit for bidder" available at ***https://mahatenders.gov.in*** for further details about the e-tendering process.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. Bidders 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.
7. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

1.1. Key Events and Dates

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

Sr. No.	Particular	Details
1.	Advertising Date	16/10/2026
2.	Name of the project	RFP for "AMC (Comprehensive) for Computers, Network and Other Pheripherals "
3.	RFP Document Download Start Date & Time	From 16/10/2026 at 1.00 am (IST) to 27/10/2026 till 13.00 pm(IST)
4.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in

Sr. No.	Particular	Details
5.	Last date for Submission of Queries	All the queries should be received on or before 19/10/2026 till 01:00 pm, through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". The queries should be submitted as per the format prescribed in Section 5.6. The Pre-Bid queries to be sent to the Email Id – it@mbmc.gov.in
6.	Last date (deadline) for Submission of bids	27/10/2026 till 1.00 pm
7.	Date and time of opening of bids	28/10/2026 upto 3.00 pm (IST)
8.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
9.	Detail of the contact person and Address at which sealed bids are to be submitted	System Manager, Mira Bhayandar Municipal Corporation Chhatrapati Shivaji Maharaj Marg, Bhayandar West, Mira Bhayandar, Thane, Maharashtra – E-mail: it@mbmc.gov.in

1.2. Other Important Information Related to Bid

Sr. No.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 95000/- (Rs. Ninety Five Thousand Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	5700/- + 1026/- 18% GST= 6726/-(Rupees Six Thousand Seven Hundred Twenty Six Only)
3.	Bid Validity Period	One twenty (120) days from the date of submission of the bids
4.	Last date for furnishing Performance Security to MBMC (By successful bidder)	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by MBMC
5.	Performance Security value (Performance Bank Guarantee)	5% of contract value/ Bid value of successful bidder

Sr. No.	Item	Description
6.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the end of contract
7.	Last date for signing contract	As intimated in work order of MBMC

Section: 2

Instructions to Bidders

2. Instructions to Bidders (ITB)

2.1. Introduction of MBMC

Mira Bhayandar Municipal Corporation (MBMC) provides a range of quality urban services to over one million urban population. The range of services provided by MBMC include health, supply of drinking water, sewerage and drainage, solid waste management, roads maintenance, street lighting and slum development works, etc.

In recent years, MBMC has initiated various e-governance initiatives that aim to bring out the holistic improvements in its operations with focus on revenue generation, efficiency enhancement and social responsiveness.

2.2. Purpose

MBMC intends to hire the services of a professional company for the award of the Comprehensive Annual Maintenance Contract (AMC) for proper functioning of all the Computer Systems, Servers and peripherals installed in MBMC.

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 the section 3 of this RFP document.

2.3. Cost of RFP

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

2.4. Transfer of RFP

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

2.5. Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures & Subcontracting not allowed.

2.6. 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.

2.7. Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and MBMC 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 MBMC and MIRA BHAYANDAR MUNICIPAL CORPORATION 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 MBMC and no copyright /patent etc. shall be entertained by MBMC.

2.8. Bidder Inquiries

Bidder shall E-Mail their queries at above mentioned E-Mail address as prescribed in the Section 5.6. The response to the queries will be published on **https://mahatenders.gov.in**. No telephonic queries will be entertained thereafter. This response of MBMC shall become integral part of RFP document. MBMC shall not make any warranty as to the accuracy and completeness of responses.

2.9. 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 websites / portal on regular basis to check for necessary updates. The MBMC also reserves the right to amend the dates mentioned in this RFP.

2.10. Supplementary Information to the RFP

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

2.11. MBMC's right to terminate the process

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

2.12. Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 95000/- (Rupees Ninety Five Thousand 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 Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 5% of Total Contract Value in the format provided in Section 6.2 of the RFP.
3. No interest will be paid by MBMC on the EMD amount and EMD will be refunded to all the 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 MBMC shall reject the bid and, if necessary, initiate action.

2.13. Authentication of Bid

1. The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

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

2.14. Language of Bids

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

2.15. Patent Claim

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

2.16. Data/Documents Prepared by the Successful Bidder to be the Property of the MBMC

All plans, specifications, reports, other documents, patent and data shall be absolute property of MBMC. The Successful Bidder shall not use this information anywhere, without taking permission, in writing, from the MBMC; and the MBMC reserves right to grant or deny any such request.

2.17. Bid Submission Format

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

2.18. Submission of Bids

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

Particulars	Instructions
Envelope A: Pre-Qualification Proposal	a) The Pre-Qualification proposal shall be prepared in accordance with the requirements specified in Section 2.25 and Section 5.1 of the RFP. b) Each page of the Pre-Qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-Qualification Proposal should be submitted through online bid submission process only.
Envelope B: Financial Proposal	a) The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 6 of the RFP. b) Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

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

1. MBMC 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. MBMC may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the initial filter proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the initial filter criteria and should incorporate all the clarifications provided by the Bidder on the initial filter proposal during the evaluation of the offer.
4. Financial Proposal shall not contain any technical information.
5. If any Bidder does not qualify the Initial filter stated in Section 2.25 of this RFP, the financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the initial filter criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
6. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MBMC reserves the right to reject the proposal.

7. Proposals sent through fax/ post/ courier shall be rejected.
8. If a bidder submits letter not to open his/her technical/price bid after submission of bid. The tender will be open of the said bidder. If work approved to the said bidder then it's binding to said bidder to do the said work. If bidder fails to do so, then his EMD amount will be forfeited and digital signature will be locked. MBMC will take the action as per Maharashtra govt PWD Dept Resolution no. 05/06/53/20 Date 28 Sept. 2006.
9. If Bidder submits bid below 12% then he has to submit additional security deposit online, Otherwise his/her tender is not considered and his/her EMD amount should be forfeited. And also digital signature will be locked and said bidder is not allowed to submit bid.
10. If bidder submits bid below 15 % then bidder is oblige to upload rate analysis. If bidder does not upload rate analysis chart then his/her EMD amount is forfeited and said bidder is not allowed to submit the bid and digital signature will be lock of the said bidder.
11. If bidder does not upload documents as per Pre-Qualification bid criteria, then EMD amount will be forfeited of such bidder.
12. If bidder's digital signature is lock due to not fulfilled above conditions, then hon. Commissioner is appellate authority for opening of the said locked digital signature.
13. If work sanction to the bidder and he has not submit security deposit within 7 days after entering into agreement with MBMC and also does not start the work within 7 days after work order given, then EMD amount will be forfeited of said bidder and also said bidder is not allow to submit bid and his/her digital signature will be locked.

2.19. Late Bids and Bid Validity Period

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

2.20. 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.

2.21. Non-conforming Proposals

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

a. If it does not comply with the requirements of this RFP
b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the MBMC.

2.22. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read 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.

2.23. Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids
2. MBMC 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, Initial filter of proposals shall be opened and evaluated as per the pre-Qualification criteria mentioned in Section 2.25 of the RFP.
5. In the second stage, Financial Proposals of those Bidders, whose qualify initial filter, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
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 MBMC, 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, MBMC 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. MBMC has the right to reject the bid after due diligence is done.

2.24. Evaluation Process

1. The Tender Evaluation Committee constituted by the MBMC shall evaluate the bids.

2. The Tender Evaluation Committee shall review the pre-qualification proposal of the Bidders to determine whether the requirements as mentioned in Section 2.25 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements, shall be selected for opening of the financial proposal.
3. The Tender Evaluation Committee shall review the Financial Proposal of the prequalified Bidders to determine whether the financial proposals are complete and as per requirements.
4. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
5. Please note that the Tender Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

2.25. Pre-Qualification Criteria

Sr.No	Eligibility Criteria to Participate	Documents required
1.	Form Fee **Rs. 5700/-+ Rs. 1026/- (18% GST) = Rs.6726/-**	Online Form Fee Receipt
2.	**EMD Rs. 95,000/-**	Online EMD Reciept
3.	The bidder should be registered under Companies Act, Or a partnership firm registered under LLP Act, Or a proprietorship under Maharashtra shop and establishment ACT	Certificate of Incorporation/Registration
4.	The bidder shall have valid PAN Card.	Valid PAN Registration Certificate
5.	The bidder shall have valid GST Certificate.	Valid GST Registration Certificate
6.	Bidder should have work experience of AMC (Comprehensive) for Computers, Network and Other Pheripherals in Govt. or Semi Govt. organization or ULB in last 5 years Three similar completed works of which work wise costing should not be less than the amount equal to 40% of the estimated cost. OR Two similar completed works of which work wise costing should not be less than the amount equal to 50% of the estimated cost. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost.	Copy of Purchase Order + Work Completion Certificate
7.	The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	Self declaration on Bidders letterhead duly signed by Bidder
8.	Joint venture or consortium for any documents is not allowed.	Self declaration of Joint venture
9.	Average Annual turnover last three years should be 75% of the Estimated Cost of Estimated value (2023-24, 2024-25, 2025-26) (CA Certified)	Certificate from the chartered Accountant/Statutory auditor
10.	The bidder should have office in Maharashtra as on date of submission of the Bid.	Valid address proof document
11.	Rs.500 Affidavit on stamp paper indication the authenticity of the attached/uploaded document.	Scan copy of Affidavit

Note : The received bids having matching/Common IP address shall be out rightly rejected and shall not be considered for further evaluation

Note:

The supplementary WO / LOI / Agreement/ Completion certificate should clearly mention the scope and project value.

2.26. Evaluation of Pre-Qualification Criteria

1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.

2. Bidder shall be evaluated as per Pre-Qualification criteria mentioned in section 2.25. The bidders who fulfil all the Pre-Qualification criteria shall qualify for further Commercial/Financial 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, the Tender Evaluation Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
5. MBMC reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the initial filter process.
6. The financial proposals of Bidders who do not qualify as per the Pre-Qualification criteria shall be kept unopened in the e-Tendering system.
7. MBMC reserve the right to accept or reject any or all bids without giving any reasons thereof.

8. MBMC shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2.27. Financial Bid Evaluation

1. The financial proposal of only the Pre-qualified Bidders shall be opened for the evaluation.

2. Of the entire financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.
3. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.28. Negotiations

MBMC reserves the right to carry out negotiations with the L1 Bidder on the Pre-Qualification and financial proposal. MBMC may further discuss the details of the approach and methodology to be adopted by the Bidder on the Project over and above the minimum requirements of the RFP keeping in mind the interest of the Project.

2.29. Award of Contract

AWARD CRITERIA

1. The work shall be awarded to the bidder who's Commercial Offer shall be determined to be L1, the lowest evaluated valid offer.
2. However, the Commissioner, MBMC reserves the right to further negotiate the prices quoted by the L1 bidder while awarding the contract.

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

MBMC 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 MBMC's action.

Letter of Intent

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

Signing of Contract

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

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 MBMC may invite the next best bidder for negotiations or may call for fresh RFP.

2.30. Performance Bank Guarantee

1. This Performance Bank Guarantee (hereinafter referred to as "PBG") will be for an amount equivalent to 5% of the total contract value.
2. PBG amount will be refunded after completion of the project.
3. PBG would be discharged/ returned by MBMC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract at the end of the contract/completion of the project. However, no interest shall be payable on PBG.
4. In the event of the Bidder being unable to service the contract for whatever reason MBMC would forfeit the PBG. Notwithstanding and without prejudice to any rights whatsoever of MBMC under the contract in the matter, the proceeds of the PBG shall be payable to MBMC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MBMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

5. MBMC shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, and misstatement.

2.31. Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (ANNEXURE 3) with MBMC.

2.32. Instructions for Proposed Resource

1 The Bidder is required to provide at least three CVs for each of the positions specified.

2 CVs of all resource persons proposed MUST be furnished in the format given at Section 7.2 (Max 3 pages per CV). Non-adherence to the format or missing information in the specified format would amount to rejection of the CV for evaluation, at the discretion of the MBMC Tender Evaluation Committee.

3 Only the relevant Projects of each resource person may be detailed in the CV.

4 Each profile shall be signed by the resource (of whom the profile is submitted) and the authorized Signatory of the Bidder. If the signature of the resource cannot be obtained, the Authorized Signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications, experience and other details specified in the profile.

5 The Tender Evaluation Committee may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if required in the evaluation process.

6 The Successful Bidder shall confirm the availability of the team members as proposed in the proposal. Changes or substitutions will be permitted if the proposed man power is not available for reasons of any incapacity due to health.

7 In case, replacement is required, the Selected Bidder shall notify MBMC in writing at least 15 (Fifteen) days in advance, for prior approval, stating: the reason for replacing the person(s), originally assigned to the project the names and signed curriculum vitae (CV) of the proposed replacement. MBMC may also request replacement with valid reason.

Section: 3

Scope of Work

3. Scope of Work

3.1. Project Objective

The objective of this project is to provide facility management services for maintenance of IT Infrastructure at MBMC Offices. MBMC intends to avail the FMS for a period of 1 year.
Bidder shall provide three dedicated FMS engineers for MBMC offices. The FMS resources shall be a single point of contact for the offices of MBMC. The space and furniture (table, chairs, etc.) for setting up the infrastructure as well as the raw power connections and telephone line shall be provided by MBMC. After completing the contract period bidder will vacate the place provided by MBMC. The bidder shall provide below mentioned services under Facility Management service;

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

3.1.1. Helpdesk support

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

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

3.1.2. Asset Management

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

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

3.1.3. End User IT Support

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

a) Maintaining desktop/client OS software, Network management, etc as and when required and provide services, such as relocation of PCs within any MBMC's office premise, 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 MBMC 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 MBMC.
j) Archival of the Backup as per the MBMC backup and archival policy.
k) In case of hard disk failure, the bidder shall make all attempts possible to retrieve the data and transfer to the new hard disk. The Hard disk should be of same make and have capacity, specification equal to or higher than the original hard disk.
l) Making its own arrangement to get all system software bug fixes, patches, and upgrades from Internet or the concerned software principals.
m) Anti-virus updating across the desktops and also updating of Patches from a central location.

3.1.4. Network Management and Monitoring

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

i. Regular Activities

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

ii. LAN Audit Services

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

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

3.1.5. Server Management

Proxy Server

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

3.1.6. Network Security, Antivirus Management and Compliance

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

a) Management and Monitoring of all Security related devices (hardware and software) on regular basis from Internal and external known /unknown vulnerabilities.
b) Bidder should follow and maintain the IT security policy as per MBMC & 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 MBMC instructions. Maintaining the proxy logs and usage patterns.
f) Antivirus Management

The bidder has to ensure that entire MBMC network, Servers, Desktops, Laptops remain virus/worm free. Any potential virus/worm threat on the managed infrastructure shall be brought to notice of MBMC. 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 MBMC network remains protected. It is the bidder responsibility that all the system/servers antivirus updates are updated regularly. The bidder is also responsible for bringing the machine up after a virus attack.

3.2. Resident Engineer

I. The bidder shall be required to deploy three dedicated resident engineer resources.
II. The qualifications of resident engineer resources is detailed below.

Table: Manpower Qualifications

Manpower	Responsibility	Minimum Qualifications
Computer Technician cum	Manage Desktops, Printers, Laptops, Tablets related issues	Graduate in any Discipline AND Diploma in Computer Hardware and Networking

Table: Manpower Qualifications		
Manpower	**Responsibility**	**Minimum Qualifications**
Network Technician	▯ Manage Network Infrastructure, LAN, Network Switches, Cabling, Internet uptime and Downtime, Video Conferencing Solution etc. ▯ Microsoft, Mac, Linux Operating System, Installation, configuration and troubleshooting; Activities like data backup/restore, antivirus update, patch management etc ▯ Installation & configuration of Switch, Router, modem and other Network equipment. ▯ Managing Office Applications, productivity applications like MS Office, email, etc. ▯ Coordination with OEMS for call logs and resolution. ▯ Any other IT support related work as per MBMC's requirement	with course duration of minimum 1 year from Govt. Recognized institution ▯ Relevant Exp.: 3 yrs. ▯ Languages known :Hindi, English, Marathi ▯ Should have experience in Government projects

3.3. Place of Work and Hours

From the said Engineer, one will work at Mira Bhayander Municipal Corporation and carry out work from 9.30 AM to 6 PM. He will also look after the hardware and shall make arrangement accordingly. However, in case at any time the engineer service required by this office even after 6.00 P.M., same may be extended without any extra cost. In case resident engineer is required on weekly off or on holidays, he will have to attend office as per the requirement of IT in-charge (of this office) without any extra cost.

In due course, if new engineer is deputed the same shall be intimated to this office well in advance.

3.4. Preventive Maintenance

The Bidder shall also provide the regular preventive maintenance service minimum once in three months. Resident Engineer(s) will also help in keeping the inventory of IT products whether they are under warranty or Comprehensive AMC. They will also shift the systems/peripherals as and when required at no extra cost. Payment of emoluments etc. to the engineers, etc. will be the responsibility of the provider company.

Under this activity, following jobs are to be done:

(a) The AMC Engineer will be single point of contact for any complaint released to services who will further contact their Company.

(b) The Resident Engineer should inform about any planned leave and will ensure the alternate manpower.

(c) The preventive maintenance report should certify that all parts of the every equipment (Computer Desktops and Servers and LAN) are in working condition as per the configuration and specifications already provided to the bidder company and the report should be shared with the System Manager/System Analyst as and when required.

(d) Cleaning of all equipment in the MBMC Head office externally using soft cloth, carbon tetra chloride & appropriate polish etc. and the materials/solutions required for cleaning will be provided by successful Bidder within Comprehensive AMC charges. Whereas, if bidder identifies any equipment placed in the dust prone area in any other office location of MBMC, then the bidder shall immediately report to the IT department of MBMC for necessary action to be taken.

(e) Internal cleaning of the equipment (only which are under Comprehensive AMC) placed in MBMC head office using other appropriate means.

(f) Trouble shooting for operational problems related to software/antivirus.

(g) Up-keeping of PC HDD/components to maintain satisfactory performance of the items in question.

(h) The engineer should give tips of preventive maintenance, keeping the machine neat and tidy, workable so that it will ease the work of the bidder himself.

As mentioned above in the Preventive Maintenance Section, if the same is not carried out the whole payment of the respective quarter will not be made forever.

3.5. Comprehensive Maintenance

(a) The Comprehensive AMC 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 peripherals installed in Head Office and various ward office locations in MBMC.

(b) If any part gives repeated problems i.e. 2 or more repairs in a period of one month's time, then the bidder/Bidder must replace it immediately with an original new one without any additional cost on the part of MBMC.

(c) 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.

(d)The breakdown maintenance call shall have to be attended to within two hours and the machine will have to be made functional within twenty four hours of the complaint, failing which the firm has to arrange for the alternative systems with identical configuration till the machine is repaired.

(e) MBMC reserves the right to exclude any hardware or all hardware specified in the Schedule during AMC and proportionate charges will be reduced from total cost of AMC.

(f) Complaint Register/Computer will be kept in I.T. Division, MBMC for registering the complaint.

(g) 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.

(h) The Bidder has to maintain complaint register book at the Mira Bhayander Municipal Corporation Head office. Each office has to register their complaint to obtain complaint number and properly register in prescribe complaint register book.

(i) It will be the responsibility of the Resident Engineer to attend to the call on day-to-day basis within one hour for MBMC's Head Office and maximum 4 hour for other offices and make it usable immediately, in any case not more than 24 hours for call from Head Office and 48 hours for other offices.

(j) System Analyst/System Manager, IT Division will take feedback from the user about the complaint to check whether it is resolved completely in timely manner. Complaint of call will be certified by user/System Analyst/System Manager. In case these offices are not available their nominee will sign on their behalf.

(k) The Bidder shall intimate the status of complaints pending/rectified on a daily basis. The Bidder shall also submit a consolidated report furnishing the details of calls attended, remedial action take and their status on a monthly basis.

(l) System Analyst/System Incharge IT will keep a record of machine failure date & time of booking complaint as to when the machine was repaired and ready and the total down time. This record will be signed by service provider engineer and system in charge officer (IT) as soon they are completed. Penalty and payment will be made as per the terms and conditions of contract.

(m) A meeting shall be held at Mira Bhayander Municipal Corporation and Service Provider Engineer representative to review the status of complaints to expedite any pending complaints and to discuss any other issue related to annual maintenance contract. The meeting will be held once in three months and whenever called for by either party.

(n) As the Contract includes replacement of any part damaged, the Bidder is required to maintain 10 % of Stock of Total Hardware covered under Comprehensive AMC. This includes keeping sufficient number of spares, such as CPUs, Monitors, Keyboards, Mouse, Printers, HDDs, Combo Drive, cables etc. with IT Division, MBMC, as standby so as to put these in systems whenever required and thus the systems/peripherals can be repaired urgently.

(o)Any cost incurred towards transportation of the faulty/repaired as well as standby equipment within the premise of any MBMC Office shall be borne by the Bidder.

(p) The Bidder shall not subcontract the maintenance job to outside agency.

(q) All those computers/Servers coming out of warranty during the contract period should be added to Comprehensive AMC from the next date of the expiry of the warranty.

(r) The bidder shall be responsible for coordinating with the service provider for comprehensive AMC of all those computers/Servers under the warranty.

(r) Resident Engineer should have his own vehicle and mobile with him for emergency contact on Saturday/Sunday/holiday. Vehicle & mobile number are to be submitted in advance before deputing any Resident Engineer for duty at MBMC.

(s) Items taken under Comprehensive AMC would be decided by preparing a joint inspection report for the Items under use to be signed by representative of the Bidder and representative of IT Div, MBMC

(t) The Quarterly bill should be raised based on the items taken under Comprehensive AMC, mentioned in the joint inspection report only.

3.6. Terms of Payment

(a) No advance payment will be made to the Bidder. The performance of the bidder will be monitored/assessed by the I.T. Division on quarterly basis. Accordingly the payment will be made on quarterly basis after certification of I.T. Division for satisfactory performance of the services rendered by the bidder for the said quarter and production of Preventive Maintenance Reports.

(b) The payment will be made through e-payment mode. Bidders are requested to submit their complete bank details in their offer.

(c) The Bidder shall submit his bill along with preventive maintenance reports towards the Comprehensive AMC Charges on quarterly basis after the end of each quarter. The payment for the same shall be subject to recoveries, if any.

(d) MBMC shall have the right of addition/deletion of the quantity of the items under the contract, either before the start of the Comprehensive AMC or at the starting each quarter during the Comprehensive AMC under intimation to the bidder and the payment will be made on pro-rata basis, and deduct amount from payments as per terms and conditions of the contract.

(e) TDS will be deducted at source from the contract price payable to bidder for performing the service under the contract.

3.7. Service Level Agreement and Penalty

1 In case the Manpower deployed at MBMC is not available for any day, per day rate calculated on the basis of Man Month rate applicable shall be deducted based on number of days of absence. In case the resource deployed is replaced within 3 months by the Bidder, 10% of monthly payment due shall be deducted. Penalty charges should be limited to the 10% of corresponding payment milestones.

2 If Resident Engineer does not report for duty for a day, Bidder should provide alternative Resident Engineer of the same capacity. If Bidder fails to provide alternate Resident Engineers, then DEDUCTION @ Rs.500.00 for per engineer per day upto 10 days will be deducted from the bill, after that review of contract may happen which may further lead to termination of contract.

3 In case the standby machine is not provided or the system is not set right to put the same under satisfactory operation within 72 hours, a penalty may be charged @ Rs. 200/- per day, per PC and Rs 2000/- per day per server for the delayed period upto 10 days. After that the review of contract may happen which may lead to termination of contract.

4 Bidder is required to keep with him sufficient stock of spares for each item taken under Comprehensive AMC at the beginning of the contract period. In case at any point of time during contract, the Bidder is unable to repair any item under contract due to non-availability of parts or item, declared obsolete by the OEM, the charges paid by MBMC for that particular item, since the beginning of the contract would be deducted from next quarterly payment to the Bidder.

5 In addition, a penalty of 10% of the cost value of item would also be deducted from next quarterly payment to the Bidder.

3.8. Period and Award of Contract

(a) The Comprehensive AMC shall be awarded for a period of one year on rendering satisfactory services with the successful pre-Qualification commercially qualified lowest bidder. The performance of the bidder will be assessed by the I.T. Division on quarterly basis.

(b) Performance of the contract: In case the services of the firm are found not satisfactory at any time during the period of the contract, the Commissioner MBMC, reserves the right to terminate the contract along with forfeiture of the performance security.

3.9. Handing Over

(a) The Bidder shall provide services for minimum fifteen working days beyond the date of expiry of the contract without any extract cost so that all the equipment under maintenance

Section: 4

General Conditions of Contract

4. General Conditions of Contract (GCC)

4.1. Governing Law

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

4.2. Obligations of the Successful Bidder

- The bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
- The bidder shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with Sub-Consultants or Third Parties.
- The bidder shall arrange for all transportation and travelling required for the project

4.3. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 4.3
   (2) shall become applicable.

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

   b. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
   c. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be

shared equally by MBMC and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

4.4. Taxes and Duties

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

4.5. Performance Bank Guarantee

1. The Successful Bidder shall at his own expense deposit with MBMC within fifteen (15) days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized or Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
2. The performance guarantee shall be denominated in the currency of the contract and shall be in the form of bank guarantee.
3. This performance bank guarantee will be for an amount equivalent to 5% of the total contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
4. The performance Bank Guarantee shall be valid until the end of six months after the completion of the contract with successful bidder. Subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
5. The Performance Bank Guarantee may be discharged/ returned by MBMC upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. The Format for Performance Bank Guarantee is provided in ANNEXURE 1.
6. In the event of the Bidder being unable to service the contract for whatever reason MBMC would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MBMC under the contract in the matter, the proceeds of the PBG shall be payable to MBMC as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MBMC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
7. MBMC shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4.6. Confidential Information

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

4.7. Software Rights

Bidder hereby grants MBMC license to access and use the Software for devices.

Such license to access and use the Software for devices shall be:

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

4.8. Hardware Warranty

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

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

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

4.9. Change in Laws and Regulations

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

4.10. Force Majeure

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

2. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of MBMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
3. If a Force Majeure situation arises, the successful Bidder shall promptly notify MBMC in writing of such condition and the cause thereof. Unless otherwise directed by MBMC in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.11. Change Orders and Contract Amendments

1. MBMC may at any time order the successful bidder to make changes within the general scope of the contract,
2. If any such change causes major deviation in the cost of, or the time required for, the successful bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the successful bidder for adjustment under this Clause must be asserted within 30 days from the date of the successful bidder's receipt of MBMC's change order.
3. Prices to be charged by the successful bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties, and shall not exceed the prevailing rates charged to other parties by the successful Bidder for similar services.

4.12. Extensions of Time

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

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

4.13. Termination

4.13.1. Termination by MBMC

a. MBMC may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this GCC Clause 4.13.1. In such an occurrence, MBMC shall give a not less than 30

days' written notice of termination to the successful bidder, and sixty (60) days' in the case of the event referred to in (j).

b. If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as MBMC may have subsequently approved in writing.
c. If the successful bidder becomes (or, if the bidder consists of more than one entity, if any of its Members become and which thus has substantial bearing on providing Services under this contract) insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

d. If the successful bidder, in the judgment of MBMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
e. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
f. If the successful bidder submits to the MBMC a false statement which has a material effect on the rights, obligations or interests of MBMC.
g. If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MBMC.
h. If the successful bidder fails to provide the quality services as envisaged under this Contract, MBMC may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MBMC may decide to give one chance to the successful Bidder to improve the quality of the services.
i. If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
j. If MBMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
k. In the event MBMC terminates the Contract in whole or in part, pursuant to GCC Clause 4.14.1, MBMC may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to MBMC for any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

4.13.2. Termination by Bidder

The successful bidder may terminate this Contract, by not less than 30 days' written notice to MBMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 4.13.2:

a. If MBMC fails to pay any money due to the Successful bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 4.3 hereof, within 45 days after receiving written notice from the successful bidder that such payment is overdue.
b. If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.

c. If MBMC fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 4.3 hereof.

d. If MBMC is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or such longer period as the successful bidder may have subsequently approved in writing) following the receipt by MBMC of the Successful bidder's notice specifying such breach.

4.14. Payment upon Termination

Upon Termination of this Contract pursuant to GCC Clause 4.13.1 or 4.13.2, the MBMC shall make the following payment to the Successful bidder:

a. If the Contract is terminated pursuant to GCC Clauses 4.13.1(j) or 4.13.2, remuneration for Services satisfactorily performed prior to the effective date of termination.

b. If the agreement is terminated pursuant of GCC Clause 4.13.1(a) to (c), (d), (e), (g) (f), (h) and (i). The successful bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the MBMC may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MBMC. Applicable under such circumstances, upon termination, the MBMC may also impose liquidated damages. The successful bidder will be required to pay any such liquidated damages to MBMC within 30 days of termination date.

4.15. Assignment

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

4.16. Indemnity

Bidder shall indemnify, protect and save MBMC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software supplied by him.

4.17. Publicity

Any publicity by the Bidder in which the name of MBMC is to be used should be done only with the explicit written permission of the Commissioner.

4.18. Data Security

Selected Bidder and its team have to maintain the confidentiality and security of data in true spirit. In no case, breach in security of data will be acceptable. Violation of this clause may lead to severe penalties, maximum up to termination of involved agency as decided by tender issuing authority.

In this regard, selected bidder has comply with the following

Non-Disclosure Agreement

The selected Bidder has to sign Non-Disclosure Agreement with MBMC. It will be selected bidder responsibility to get this agreement signed along with contract agreement. Format of Draft NDA is attached in Annexure 3.

Confinement of data

Any data or related document (both in physical and electronic format) being used for PMS Application/System implementation will not be allowed to be taken outside without the permission of Head of the ward/Department.

Use of data storage devices

Before the start of the work, selected bidder may proactively take permission from MBMC regarding use of following electronic gadgets

- Pen Drive
- Hard Disk
- CD/DVD
- Internet dongles
- Camera/Camcorder
- Mobile phones having camera or storage facility

Bidder has to give details and request for any access to any other device capable of storing or capturing data in any format by its staff in following draft format

- Name of Staff members to be given access:
- Type of device to be allowed:
- Company/Make/Model of device:
- Any other information required to identify device:
- Reason for permission:

MBMC may also ask selected bidder to take such permissions specifically for any project.

4.19. Risk Purchase Clause

In case the selected Bidder fails to execute the project as stipulated in the delivery schedule, Commissioner, MBMC, reserves the right to procure similar services from alternate sources at the risk, cost and responsibility of the Bidder/SI. Before taking such a decision, MBMC would give a notice period of 1 month.

4.20. Intellectual Property Rights

The Successful Bidder shall indemnify MBMC against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

IPR of the all the Application Software developed/ customized/modified by Successful Bidder for providing the services shall be fully owned by the MBMC. All the data generated during the services will be owned by MBMC as per the stated policy of Mira Bhayandar Municipal Corporation. Successful Bidder will have to provide the tools for accessing the data at the end of maintenance period

While passing on the rights (license) of using any third party software/software tool, the service provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

The software licenses supplied by Successful Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the MBMC for the entire period of contract. All the licenses and support should be in the name of MBMC from the date

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 in India the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and MBMC is required to pay compensation to a third party resulting from such infringement, the SI shall be responsible for the compensation including all expenses, court costs and lawyer fees. MBMC will give notice to the service provider of such claim, if it is made, without delay

4.21. Change in Tax Rates

Current taxes rates have been used in arriving at the final prices. However any change in the statuary taxes during the term of the contract/agreement shall be passed on to the customer and the prices shall be adjusted accordingly.

4.22. Exit Management

- **Exit Management Purpose**

  This Schedule sets out the provisions, which will apply on expiry or termination of the contract. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

- **Transfer of Assets**

  Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four month period from the date of expiry of contract, or termination of the contract.

- **Confidential Information, Security and Data**

- Successful Bidder will promptly on the commencement of the exit management period, supply to the MBMC or its nominated agencies the following:
- Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to E- Governance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the MBMC and its nominated agencies, or its Replacing Bidder/SI to carry out due diligence in order to transition the provision of the Services to MBMC or its nominated agencies, or its Replacing Bidder/SI (as the case may be).

Section: 5

Guidelines for Pre-Qualification Bid

5. Guidelines for Pre-Qualification Bid

5.1. Check-list for the documents to be included in the Pre-Qualification Envelope

5.2. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place

Date

To

Commissioner
Mira Bhayandar Municipal Corporation,
Chhatrapati Shivaji Maharaj Marg, Bhayandar (West)
Thane- 401101

Subject: Submission of proposal in response to the RFP for AMC (Comprehensive) for Computers, Network and Other Pheripherals

Ref: RFP Notification number

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Agency for the Project **"**Annual Maintenance Contract (Comprehensive) for Computers, Network and Other Pheripherals**"**

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

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

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

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

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

_____

Signature of Authorized Signatory (with official seal)
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

5.3. Format to share Financial Details

(To be submitted duly singed by Statutory Auditor of the bidder on its letter head)

1. Annual Turnover & Net worth Details of the lead bidder

Sr. No.	Years	Turnover Details in Rs.	Net worth in Rs.
A	2023-24		
B	2024-25		
C	2025-26		
	Average Annual Turnover (A+B+C)/3		

*Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2023-24, FY 2024-25 and FY 2025-26 shall submitted as supporting evidence.

5.4. 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.

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

5.5. 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

Commissioner
Mira Bhayandar Municipal Corporation,
Chhatrapati Shivaji Maharaj Marg, Bhayandar (West)
Thane- 401101

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

Ref: RFP Notification number

Dear Sir,

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

Thanking you,

Yours faithfully,

_____

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

5.6. Format of sending pre-bid queries

Ref: RFP Notification number

Bidder's Request For Clarification

Name and complete official address of Organization submitting query / request for clarification	Telephone, Fax and E-mail of the organization Tel: Fax: Email:

Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Section: 6

Guidelines for Financial Proposal

6. Guidelines for Financial Proposal

6.1. Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

Commissioner
Mira Bhayandar Municipal Corporation,
Chhatrapati Shivaji Maharaj Marg, Bhayandar (West)
Thane- 401101

Subject: Submission of proposal in response to the RFP for Annual Maintenance Contract (Comprehensive) for Computers, Network and Other Pheripherals

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for **"**Annual Maintenance Contract (Comprehensive) for Computers, Network and Other Pheripherals**"** in accordance with your Request for Proposal dated [*Insert Date*] and our Initial filter. Our attached Financial Proposal for is for the sum of [*Insert amount(s) in words and figures*]. We are aware that any conditional financial offer will be outright rejected by MBMC. This amount is exclusive of Taxes.

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

6.2. Financial Proposal Format & Instructions

NUMBER #	TEXT #	NUMBER #	TEXT #	NU
Sl. No.	**Item Description**	**Quantity**	**Units**	**Est R Rs**
1	**2**	**4**	**5**	
1	**Description**			
1.01	AMC for Desktop & All in one PC	197	Units	
1.02	All in one PC on sight Support	396	Units	
1.03	Laptop Comprehensive AMC	32	Units	
1.04	IBM Servers AMC	1	Units	
1.05	Antivirus for one year	200	Units	
1.06	New Keyboard (Dell/HP/Lenova/Asus/Acer)	100	Units	
1.07	New Mouse (Dell/HP/Lenova/Asus/Acer)	100	Units	
1.08	Installation of New LAN point with material (including IO, Rj45, Cat6 cable, CasingPatti, Electrical work Charges and Etc for commencing LAN point length up to 25 meter)	425	Units	
1.09	Comprehensive AMC of firewell with 50 user	6	Units	
1.1	Comprehensive AMC of firewell with 25 user	17	Units	
1.11	Comprehensive AMC of manageable switches (Ward Office and Divisional Office)	18	Units	

1.12	Comprehensive Networking Cat 6 cable, Casing patti, 4u rack, 36 u rack, Patch panel, i/0, Patch Code (HQ, Ward Office & All Divisional Office)	1	Units	
1.13	Labour per mtr for networking	1000	Units	
1.14	Patch Cord (one meter)	100	Units	
1.15	Wifi Router supply New(5GHz) Dual Band Gigabit Router (Wireless speed upto 1200)	30	Units	
1.16	Supply of Manageable Switches 24 Port New	4	Units	
1.17	Supply of io Port & Pannel New	35	Units	
1.18	Hardware Engineer Rate for one year	3	Units	
1.19	Network Engineer Rate for one year	2	Units	
Total in Figures				
Quoted Rate in Words				

Note :1) Bidder agreegate total of all item is lower is decided as L1
2) L1 bidder is decided on agreegate total of all BOQ items

Note:

- ***The L-1 shall be decided on the basis of Grand Total Amount (T) quoted above.***
- ***The bidder will provide the financial quote along with breakup of Cost Summary on bidder's company letter head duly signed and stamped by authorized signatory, scan and upload in the financial bid envelop***
- ***The bidder shall specify all the applicable tax rates***

- ***MBMC shall reserve the rights to increase or decrease number of Resident Engineers any time, as per need and requirements, for which the bidder will be paid as per monthly rate of FMS provided in the financial quote.***

Section: 7

Annexure

7 Annexure

7.1. Annexure 1 - Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: _____

Bank Guarantee No.: _____

To

Commissioner
Mira Bhayandar Municipal Corporation,
Chhatrapati Shivaji Maharaj Marg, Bhayandar (West)
Thane- 401101

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS
M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated …….. (Hereinafter, referred to as "Contract") with you for "**RFP for** AMC (Comprehensive) for Computers, Network and Other Pheripherals",in the said Contract.

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

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

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

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

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

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

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

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

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

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

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

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

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

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

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are

the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

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

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

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

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

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

Dated …….. this …….. Day ……. 2025.
Yours faithfully,

For and on behalf of the ……. Bank,

(Signature)
Designation
(Address of the Bank)
Note:

This guarantee will attract stamp duty as a security bond.

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

7.2. Annexure 2 – CV Format

S No	Proposed Position	Name of the Resource	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)
1	Resident Engineer				

7.2.1. Format for CV's of Proposed Manpower

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

Sr. No.	Items	Details
1	Name	
2	Specify role to be played by him/her	
3	Current Job Title	
4	Date of Birth	
5	Gender	
6	Language Known	
7	Educational Background	
8	Training / Certifications	
9	Total Experience in years (Specify Technology that personnel has worked on)	
10	Experience of e-Governance in Urban Local Bodies in years	
11	Details of Experience	Name of Organization: From Date: To Date: Role:
12	Current Job Responsibilities	
13	Summary of Professional / Domain experience	
14	Skill sets	
15	Highlights of e-Governance assignments handled	Name of the Assignment: Client Name: Project Brief: Role Played: Period: Activities Undertaken by the personnel:

Signature of Bidder (with official seal):

Name of Authorized Signatory:

Designation

7.3. Annexure 3 - Non-Disclosure Agreement

[Company Letterhead]

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

WHEREAS

1. The "MBMC" has issued a public notice inviting various organizations for provision of for "Preparation of Pharmacy Management System at various health centers of Mira Bhayandar Municipal Corporation";

2. The Bidder, having represented to the "MBMC" that it is interested to bid for the proposed Project,

3. The MBMC and the Bidder agree as follows:

a) In connection with the "Project", the MBMC 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 MBMC operations that are considered confidential.

b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
   i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
   ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
   iii. use the information only as needed for the purpose of bidding for the Project;
   iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
   v. undertake to document the number of copies it makes
   vi. on completion of the bidding process and in case unsuccessful, promptly return to the MBMC, all information in a tangible form or destroy such information

4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:

a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
b) is or becomes publicly known through no wrongful act of the Bidder; or
c) Is independently developed by an employee, agent or bidder 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 MBMC to the Bidder.

6. MBMC 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. MBMC 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 MBMC to the Bidder, the MBMC 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 MBMC 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 MBMC 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 MBMC, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MBMC forthwith after receipt of notice, and (iii) upon request of the MBMC, 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 MBMC 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 MBMC be liable for the accuracy or completeness of the confidential information.

13. This agreement shall benefit and be binding upon the MBMC 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:

7.4. Annexure 4: 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 **"RFP for** AMC (Comprehensive) for Computers, Network and Other Pheripherals**"**, including signing and submission of all documents and providing information / responses to the MBMC, representing us in all matters before MBMC, and generally dealing with the MBMC 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.

7.5. Annexure 5: Agreement Format

THIS AGREEMENT made the ….. day of …… 2025 BETWEEN Mira Bhayandar Municipal Corporation having its office at 2nd Floor, Mira Bhayandar Municipal Corporation, Bhayandar west, Thane 401101 (hereinafter referred to as "MBMC") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

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

WHEREAS the bidder has tendered for providing services to MBMC as per the terms and conditions mentioned in the Request for Proposal (from herein after referred to as "RFP") "For AMC (Comprehensive) for Computers, Network and Other Pheripherals" dated <*date of release of RFP*> and the all subsequent corrigendum's published document, as per the Commercial Bid submitted in response to the RFP dated <*date of release of RFP*>. Whereas such tender has been accepted and the bidder has provided Bank Guarantee to MBMC, Mumbai for the sum of Rs. <*amount of the bid*>.

NOW IT IS HEREBY AGREED between the parties hereto as follows:
The bidder has accepted the contract on the terms and conditions set out in the RFP No: <*Ref no of RFP*> issued on <*date of issue of RFP*> and all subsequent communications through letters / emails and clarifications/corrigendum issued which shall hold good during period of this agreement.

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

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

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

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

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

Signed, sealed and delivered
By

Commissioner
For and on behalf of
Mira Bhayandar Municipal Corporation

Witnesses:

(1)

(2)

Signed, sealed and delivered
By

For and on behalf of
M/s <*Name of Bidder*>

Witnesses:

(1)

(2)