

**EMPANELMENT OF TECHNICAL
CONSULTANTS (STRUCTURAL AND
GEOTECHNICAL) FOR ASSISTING MMRC
IN PROCESSING NO OBJECTION
CERTIFICATES (NOC) FOR THE PLOTS/
PROPERTIES IN THE INFLUENCE ZONE
OF MUMBAI METRO LINES
IMPLEMENTED BY MMRC**

Expression of Interest (EoI)

MMRC/Planning/CBS/03/EoI/01/2024

October 2024



MUMBAI METRO RAIL CORPORATION LIMITED

MMRCL Transit Office Building, 'A' Wing, 'E' Block,
North Side of City Park, Behind Income Tax Office,
Bandra Kurla Complex, Bandra East, Mumbai- 400 051

MUMBAI METRO RAIL CORPORATION LTD



EMANELMENT OF TECHNICAL CONSULTANTS (STRUCTURAL AND GEOTECHNICAL) FOR ASSISTING MMRC IN PROCESSING NO OBJECTION CERTIFICATES (NOC) FOR THE PLOTS/ PROPERTIES IN THE INFLUENCE ZONE OF MUMBAI METRO LINES IMPLEMENTED BY MMRC

Mumbai Metro Rail Corporation Ltd. (MMRCL) a JV-SPV (50:50) of Government of India (GoI) and Government of Maharashtra (GoM) is implementing Mumbai Metro Line 3 (MML-3) which is a 33.5 km fully underground metro corridor with 26 underground stations and 1 at grade. The project is financed through Japan International Cooperation Agency (JICA) loan assistance, Equity & Subordinate Debt contributions from GoI and GoM, financial contributions by various other stakeholders. Mumbai Metro Line 3 is a fully underground corridor connecting Mumbai's first business district at Nariman Point with newer business districts at Lower Parel, Bandra Kurla Complex and SEEPZ. The alignment also connects several major transport hubs including the CST, Churchgate and Mumbai Central stations as well as the Mumbai Airport.

MML-3 alignment primarily passes below the road but at locations with narrow Right of Way (RoW) and at turning locations the alignment passes below the developed plots/ buildings. Further the alignment passes adjacent to/below existing buildings & open lands which may go for development/ redevelopment. Similarly, the proposals which have been accorded with permissions earlier to the commencement of the MML-3 work along this corridor also need to be verified.

Empanelment Documents are being invited by the Director (Planning), Mumbai Metro Rail Corporation Limited (MMRCL) from eligible and interested Consultants having prior experience of working as Technical Consultants (Structural and Geotechnical) for assisting MMRC in processing No Objection Certificates (NOC) of the Plots/ Properties in the Influence Zone of Mumbai Metro Lines by e-tendering system in portal <https://etenders.gov.in/eprocure/app>

Time Schedule

Name	Empanelment of Technical Consultants (Structural and Geotechnical) for assisting MMRC in processing No Objection Certificates (NOC) of the Plots/ Properties in the Influence Zone of Mumbai Metro Lines implemented by MMRC
Documents on sale	Documents can be downloaded from 14:00 Hrs. on 11/10/2024 to 16:00 hrs of 15/11/2024 from MMRCL's e-tender Portal.
Cost of documents	INR 11,800/- (Rupees Eleven Thousand Eight Hundred Only) non-refundable (inclusive applicable taxes) though e-payment by Debit Card/Credit Card/Net banking, as per procedure given in e-tender portal
Last date of s submission of queries for clarification	Up till 17:00 Hours on 26/10/2024 (hard or soft copy)
Date & Time of submission of EoI	Online submission up to 16:00 Hrs on 15/11/2024 at MMRCL e-tender portal https://etenders.gov.in/eprocure/app

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Date & Time of Opening of EoI	On 18/11/2024 - at 12.00 Hours or as decided by the Authority at 8 th Floor, Hallmark Business Plaza, opp. Guru Nanak Hospital, Sant Dyaneshwar Marg, Bandra (East), Mumbai- 400051
Authority to seeking clarifications and Submission of completed EoI document.	All communications including the submission of Proposal should be addressed to: Mr. Swetal Kanwalu, DGM (Town Planning), Planning Dept., 8th Floor, Hallmark Business Plaza Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400 051 Contact No. 022 69061355, 022 69061387 E-mail id: swetal.kanwalu@mmrcl.com Website: https://mmrcl.com/

**Director (Planning and Real Estate Dev./NFBR)
MMRCL**

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**DOCUMENT FOR EMPANELMENT OF TECHNICAL
CONSULTANTS (STRUCTURAL AND
GEOTECHNICAL) FOR ASSISTING MMRC IN
PROCESSING NO OBJECTION CERTIFICATES
(NOC) FOR THE PLOTS/ PROPERTIES IN THE
INFLUENCE ZONE OF MUMBAI METRO LINES
IMPLEMENTED BY MMRC**

PART-I

MUMBAI METRO RAIL CORPORATION LIMITED

MMRCL Transit Office Building, 'A' Wing, 'E' Block,
North Side of City Park, Behind Income Tax Office,
Bandra Kurla Complex, Bandra East, Mumbai- 400 051

NOTICE OF INVITATION TO APPLICANTS

These Instructions to Bidders are being issued for 'Empanelment of Technical Consultants (Structural and Geotechnical) for assisting MMRC in processing No Objection Certificates (NOC) of the Plots/ Properties in the Influence Zone of Mumbai Metro Lines implemented by MMRC' which are in pipeline and in advanced stages of sanction in near future.

The scope of the work is provided in the Terms of Reference (TOR) section (Annexure 14).

1. GENERAL

The aim of this EoI is to empanel firms/companies providing Technical Consultations (Structural and Geotechnical) to MMRC for processing No Objection Certificates (NOC) of the Plots/ Properties in the Influence Zone of Mumbai Metro Lines implemented by MMRC. The services shall include assessment of the re/developments and safeguarding Mumbai Metro Line-3 (MML-3) tunnels and metro structures from any adverse impact due to proposed developments, redevelopments, and new constructions in the influence zone of MML-3.

However, such terms of reference shall be specific and shall vary from project to project as necessary. Terms of reference, eligibility, payment terms etc. shall be specified in the project specific Expression of Interest (EoI) to be floated for respective projects which shall be issued to the empaneled firms under this process.

2. PURPOSE OF THE EMPANELMENT DOCUMENT

The purpose of the Empanelment Documents is to:

- 2.1 Invite responses from consultancy firms/companies so that MMRC can shortlist qualified Consultants for empanelment
- 2.2 Advise the Bidders about the evaluation criteria of empanelment
- 2.3 Set out the proposed timetable for the selection process of empanelment

3. INSTRUCTIONS TO THE APPLICANTS

A. Guidelines for E- Tendering

All documents related to this bid document are available on the MMRC e-tendering portal <https://etenders.gov.in/eprocure/app> without registration. All bidders must note that this being E- tender, bids received only through online on E-tendering portal <https://etenders.gov.in/eprocure/app> shall be considered as an offer. Any bid submitted in paper form will not be received and opened and shall be summarily rejected. To participate, applicant / bidders is/are required to register and bid using following steps.

B. Instruction for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app>

Registration of Applicants/Bidders

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Searching for Tender Documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents and keep it as a repository.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk.

Bidder/ Agencies are advised to study this bid document carefully before submitting their proposals in response to the NIT. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This Bid Document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.”

- All costs incurred by Applicant for preparing and submitting the Application, in providing clarification or attending discussion/pre-bid meeting or for site visits, stationery, or any other expenses whatsoever shall be borne by the Applicants themselves. Incomplete Schedules/Forms and without necessary details and enclosures are liable to be rejected. In case of cessation of requirement of this Work, MMRCL reserves the right to withdraw or cancel the entire Bid Process prior to completion of empanelment. MMRCL shall not compensate any cost incurred towards Bidding or damages to Bidder under the above circumstances.
- The language for submission of document shall be English.
- The enclosed Annexures shall be filled in completely and wherever not applicable it should be written as Not Applicable.
- The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
- Bids will be compared in Indian Rupees only. This will be achieved by conversion of the Foreign Currency portion of the Bid into Indian Rupees by using the Exchange (Selling) Rates at the close of business of as per exchange rate declared by FBIL (Financial Benchmarks India Pvt Ltd), 28 (twenty eight) days before the latest date of Bid submittal, and then adding the same to the Indian Rupee portion of the Bid. In case this particular day happens to be a holiday, the exchange rate at the opening of the business on the next working day of FBIL (Financial Benchmarks India Pvt Ltd) will be considered.
- For any clarification the Applicants may contact **Deputy General Manager (Town Planning), MMRCL** as specified in this document. The information furnished within this document must be sufficient for processing and evaluation of Empanelment document. This Empanelment document is not transferable. In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in an enclosed sheet.
- All the pages of this document and Annexure should be signed and corrections should be countersigned by the authorized signatory. No overwriting is permitted. MMRCL reserves the right to cross-check and confirm the information details furnished by the Applicants in the document. The document incomplete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

C. Bid Security/ Earnest Money Deposit (EMD):

1. Bid Security/ Earnest Money Deposit is not required to be submitted by the Applicants against the Application of empanelment under this process.
2. However, Bid Security shall be provided when bids are invited/ works are awarded from the Empaneled Consultants for selection of consultants for specific Projects. Bidders participating in the EoIs shall provide Bid Security in the form of Bank Guarantee, as per format and terms and conditions mentioned therein, issued from a Scheduled commercial bank (excluding Cooperative Banks) of Indian or Foreign Origin having business office in India or in the form of Demand Draft (DD).

D. Performance Security

1. Performance Security is not required to be submitted by the Applicants against the Application of empanelment under this process.
2. The Successful Bidder at the end of selection process for specific projects shall provide Performance Security in the form of Bank Guarantee, as per format given in the Bid documents issued from a Scheduled commercial bank (excluding Cooperative Banks) of Indian or Foreign Origin having business office in India. Further, the validity of the Performance Security shall be as per the requirements of the Bid documents.

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E. Insurance

1. Applicants are not required to submit any insurances against the Application of empanelment under this process.
2. The Successful Bidder at the end of selection process for specific projects shall take out and maintain, and shall cause any Sub Consultant/ Firms to take out and maintain at their (or the Sub Consultant/ Firm's, as the case may be) own cost but on terms and conditions approved by the Employer for the duration of the Agreement, Insurance against all the Risks, and for the Coverage, as shall be specified in the Agreement (including but not limited to Third Party Motor Vehicle Liability Insurance, Third Party Liability Insurance, Employer's Liability and Workers' Compensation Insurance, Professional Liability Insurance, Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant/ Firm's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant/ Firm in the Performance of the Services etc); and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

4. TIMELINES

The bidding Timelines shall be as per the details provided in table of Schedule provided in the Notice Inviting Tender of this document. The MMRCL reserves the right to amend the bidding process and amend the Timelines/ terms and conditions of the Bidding Documents at any stage which shall be duly notified on the CPP portal.

5. ELIGIBILITY CRITERIA OF APPLICANTS

5.1 Eligibility of Applicants

The Application for this empanelment will be considered only from those Applicants who meet requisite eligibility criteria prescribed below:

- a. The Applicant must be a company registered under the Companies Act, firms established as LLP, partnership firms established in India, of National / International repute having prior experience of working as Technical Consultants (Structural/ Geotechnical) for similar projects. A company/firm should have min. 10 years of work experience and 5 years of experience in similar consultancy works as specified in Clause No. 5.3 a(i).
- b. If the Applicant consultant is 100% fully own company registered in India of a Foreign Company, then for the purpose of evaluation under eligibility criteria, the credentials of such Parent Foreign Company shall be considered. In case credentials of Parent Foreign Company are submitted for evaluation and Undertaking from Parent Company to support this further is required to be submitted by bidder.
- c. Consortiums are not allowed, and only single bidders are eligible for bidding. Bidders shall be allowed to form Consortium/ Joint Venture/ Sub-Consulting during the stage of Expression of Interest for specific Projects depending upon the techno-commercial nature of the Projects as per the requirements and terms and conditions mentioned therein.
- d. Additional Conditions for Eligibility

The Applicant shall prior to the Bid Due Date:

- i. Not have a conflict of interest in accordance with ITB 5.2 of this EoI
- ii. Certify that no agent / middleman has been or will be engaged or any agency commission been or will be paid in the format as provided in Annexure 18
- iii. Certify that it has not been debarred/ Blacklisted by any other government agency in India for non-performance of contract on account of its default during the last 5 years immediately preceding the

- Bid Due Date in the format as provided in Annexure 11;
- iv. Highlight all pending litigations irrespective of the nature of award in the form as per Annexure-4;
 - v. Applicant's financial position and prospective long-term profitability sound according to criteria established in 5.6 below and assuming that all pending litigation will be resolved against the Applicant in the format as provided in Annexure 10
 - vi. Have sufficient technical and support staff manpower including software, hardware, networking, security experts to fulfill the installation and operations & maintenance aspects of the work

5.2 Conflict of Interest

- 5.2.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 5.2.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 5.2.3. Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.4.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa)above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having commoncontrolling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) A firm or any of its affiliates/associates who have been engaged by the Authority to provide goods, works or assignment/job other than consulting assignment /job for a project, shall be disqualified from providing consulting assignment/job related to those goods, works or assignments / jobs, save and except as provided in Clause 2.4.4. Conversely, a firm or any of its affiliates/associates who have been hired to provide consulting assignment / job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment / job other than consulting assignment / job resulting from or directly related to the firms consulting assignment / job for such preparation or implementation. For the purpose of this paragraph, assignment / job other than consulting assignment / job are defined as those leading to a measurable physical output; for example, physical surveys, aerial photography, satellite imagery etc.
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Developer, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Developer, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Developer or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this EoI, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, thatif the Applicant has any formal arrangement such as consortium membershipin a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall notbe treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control"means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 5.2.4. An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Key personnel, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory

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services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the key professionals of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such key professional shall be deemed to suffer from Conflict of Interest for the purpose hereof.

- 5.2.5. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the proposals for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.4.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

5.3 Technical Experience

a. Work Experience:

At least one similar consultancy work where the Project is having:

- i. Work experience of minimum two projects in providing geotechnical & structural consultancy for the tunnel projects.
- AND**
- ii. Work experience in minimum one project providing geotechnical & structural consultancy for NATM/TBM/underground metro stations.

Notes

- i. **‘Similar consultancy work’** means completed structural and geotechnical consultancy including structural design for underground metro stations/tunnel works.
- ii. The Applicant shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in Annexure-7 & 7A of part-II of empanelment document. Documentary proof such as certificates from clients clearly indicating the nature/scope of work for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
- iii. Projects undertaken by the Applicant on sub-consulting basis wherein the Employer is a Government entity or PSU, and the primary client is also a Government entity or PSU shall be eligible provided the Applicant can submit necessary supporting documents to this effect.
- iv. In case credentials of required criteria stipulated in this eligibility have been submitted wherein the Applicant has completed the similar works as a member of JV/Consortium then the value of work as per the Applicants percentage participation in such JV/Consortium shall be considered.
- v. The Applicant shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in the specified format. Documentary proof such as certificates from client clearly indicating the nature/scope of work, amount received for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case of lack of clarity, evaluation of the documentary evidences submitted by the Bidders shall be

final and binding upon all the Bidders.

5.4 Approach Methodology

- a. deleted

5.5 Key Personnel Capability

Sr. No.	CV Position	Minimum Experience (Years) & Basic Qualification	Description
i)	Structural Expert	Experience: About 20 years Basic Qualification: M. Tech in structure Or M.E in structure	Should have post-qualification experience of managing at minimum 30 similar consultancy works.
ii)	Geotechnical Expert	Experience: About 15 years Basic Qualification: M. Tech in geotechnical Or M.E in geotechnical	Should have post-qualification experience of managing at minimum 20 similar consultancy works.
iii)	Supporting staff	Jr. Engineer (Structural), Jr. Geotechnical Expert, Drafts man etc.	Should have post-qualification experience of managing at minimum 5-10 similar consultancy works.

5.6 Financial Capability:

- a. Applicant shall have to fulfill the following criteria as below:
 - i. **Average Annual Turnover:** The Applicant should have an average annual turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India for the last three financial years immediately preceding the Bid Due Date (FY 20-21, 21-22, 22-23) of **at least Rs. 5 Crore (Rupees Five Crore)** or equivalent in USD. **The Applicant should submit certificate from a Certified Chartered Accountant along with UDIN No. to demonstrate the same.**

Notes:

- I. Financial data for the latest last three financial years as per format prescribed in Annexure-10 of part-II of empanelment document shall be submitted by the Applicant.
- II. The financial year as applicable in the country of origin of the Applicants would be considered. The 'last financial year' will be the latest financial year that ended on or before 31.03.2023.
- III. Audited financial statements for last three financial years (FY 20-21, 21-22 & 22-23) along with Notes and Schedules to the respective financial statements shall be enclosed. The financial data shall be certified by the Chartered Accountant / Company Auditor with its stamp and signature in original.

5.7 Scoring Methodology

- a. The proposals submitted by the Bidders and matching the minimum qualification criteria shall be awarded marks as per the scoring methodology specified herein. Bidders scoring **minimum 75 marks** shall be considered for empanelment as per the scoring methodology proposed. MMRC at its discretion shall have the liberty to reduce the minimum marks for empanelment against the criteria specified herein.

S. No.	Particulars	Maximum Marks
A	Financial Standing	
1.	The Applicant should have an average annual turnover from consultancy (excluding turnover from tax, audit, facility management and real estate brokerage) in India for last three financial years immediately preceding the Bid Due Date: <ul style="list-style-type: none"> • Between INR. 5 cr. and INR. 10 cr. - 15 marks • Above INR 10 cr. and upto INR 15 cr. - 17 marks • Above INR 15 cr. and upto INR 20 cr. - 19 marks • More than INR 20 cr. - 20 marks 	20
	Sub-total (A)	20
B	Technical Experience of the company	
1.	The Applicant should have completed work(s) of value detailed below during last 03 financial years subject to provisions of 5.3. (tunnel projects): <u>Providing geotechnical & structural consultancy for the tunnel project works:</u> <ul style="list-style-type: none"> • Min. 02 projects - 22 marks • 03 to 05 projects - 24 marks • 06 to 09 projects - 26 marks • More than 09 projects - 28 marks <p>Note</p> <p>i. Metro projects would be awarded an additional 1 mark per project subject to maximum 30 marks in total</p>	30
2.	The Applicant should have completed work(s) of value detailed below during last 03 financial years subject to provisions of 5.3. (<u>NATM/TBM/Underground Metro etc.</u>): <u>Providing geotechnical & structural consultancy for NATM/TBM/underground metro stations works:</u> <ul style="list-style-type: none"> • Min. 01 project - 24 marks • 02 to 04 projects - 26 marks • 05 to 07 projects - 28 marks • More than 07 projects - 30 marks 	30
	Sub-total (B)	80
C	Team qualification & experience	
1.	Structural Expert <p>a. Work Experience</p> <ul style="list-style-type: none"> • 20 to 22 years - 3 marks • Above 22 to upto 25 years - 4 marks • More than 25 years - 5 marks <p>b. Work Experience in Similar Consultancy works:</p> <ul style="list-style-type: none"> • Min 02 projects - 3 marks • 03 to 05 projects - 4 marks 	10

	<ul style="list-style-type: none"> • 06 to 09 projects - 5 marks 	
2.	<p>Geotechnical Expert</p> <p>a. Work Experience</p> <ul style="list-style-type: none"> • 15 to 17 years - 3 marks • Above 17 years upto to 20 years - 4 marks • More than 20 years - 5 marks <p>b. Work Experience in Real Estate/ Infrastructure works:</p> <ul style="list-style-type: none"> • Min 02 projects - 3 marks • 03 to 05 projects - 4 marks • 06 to 09 projects - 5 marks 	10
	Sub-total (C)	20
	TOTAL	100

6. DISQUALIFICATION

MMRCL requires that Applicants for this empanelment document and throughout the process observe the highest standard of ethics.

- A. In pursuance of this policy, MMRCL: defines, for the purpose of these provisions, the terms set forth below as follow:
- i. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in awarding the contract or thereafter at any time including construction and/or operations and maintenance of the Metro Rail Projects; and
 - ii. **“fraudulent practice”** means a misrepresentation of facts in order to influence the tendering process to the detriment of the tender awarding Authority or, and includes collusive practice among Applicants (prior to or after bid submission) designed to establish a non-competitive situation and to deprive MMRCL of the benefits of free and open competition.
- B. MMRCL will reject the application for empanelment document by the applicant if it is determined that the Bidder recommended for empanelment document has engaged in corrupt or fraudulent practices in competing in the empanelment process.
- C. In addition to above, the following will be additional grounds for disqualification:
- a. Submitted more than one empanelment document. This will cause disqualification of all the Empanelment applicants submitted by such Applicant.
 - b. If information which would have entitled MMRCL to reject or disqualify the Applicant becomes known after the Applicant has been qualified, it reserves the right to reject the Applicant at that time or at any time after such information becomes known.

7. EVALUATION OF THE APPLICATIONS

The evaluation of the Applications shall be done to establish the capability of the Applicant as broughtout

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in clauses 5 & 6.

- 7.1 Applicants are required to submit the relevant information in connection with clauses 5 and 6 in the relevant format only. The MMRCL may not evaluate the applications received with the information in different format. In case the desired information is not submitted in the prescribed format and instead the company's profiles, reports etc. are only annexed with the application. MMRCL may not extract the information from these documents in order to evaluate the application. It is, therefore, advised that all the relevant information should be furnished in the prescribed format only.
- 7.2 The evaluation shall be done based on the information furnished by the applicant along with the application and any unsolicited supplementary information may not be entertained. MMRCL, however, reserve the right to make enquiries from relevant authorities/parties in relation with the information furnished. The Applicant should furnish relevant E-mail ID and contact details of the Employer whose completion Certificate is submitted in case of similar work in the eligibility criteria.
- 7.3 No grading of prequalified parties will be done at this stage. It shall be on pass / fail basis and in order to get pre-qualified, applicant has to fulfill all the eligibility criteria as per requirements of this document and also should not invite disqualifications as provided in paras 6&7.
- 7.4 Before the detailed evaluation is taken up responsiveness shall be assessed to see that the Application received is complete in all respects and all the documents are submitted along with the application in the prescribed format. Applications found incomplete as per the above initial filter shall not be processed further.
- 7.5 On evaluation of empanelment applications as above, MMRCL shall prepare the list of empaneled consultants for next stage of bidding process i.e. Expression of Interest (EoI).
- 7.6 deleted
- 7.7 Empaneled Consultants shall not be eligible to form a consortium with another firm on the panel for bidding for a particular project in the future for the works envisaged for undertaking transaction advisory related services for property development projects of MMRCL.

8. SCHEDULE OF PAYMENT

Consultants will be compensated based on the criticality of the development's proximity (refer 3.1 of Annexure 14: Terms of Reference) to the metro structure, with charges varying between ₹30 Thousand and ₹2 Lakh per property based on the category of the NOC and time required for the assessment, categorized as:

Sr. No.	Distance of property from MML-3 Centre line	Category of NOC	Time required for providing NOC recommendations	Cost of Consultations per application (including revalidation)
1	0-6m	Extremely critical	Max. 10 days	₹2 Lakh
2	beyond 6m and upto 20 m	Moderate	Max. 5 days	₹1 Lakh
3	>20 m	General	Max. 2 days	₹20 Thousand

Note: for every Revised NOC, 30% of the consultation fees would be permitted.

9. DURATION OF CONSULTANCY SERVICES

The duration of the empanelment shall be for a period of three (3) years from the date of acknowledgement of Letter of Acceptance from the Consultant to this effect or upto termination of the panel through a written notice from MMRCL to the empaneled firms.

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Participation in the project specific EoIs shall be entirely at the discretion of the Applicants. Empanelment under this process shall not guarantee any selection at this stage and the same shall be guided by the next stages of the procurement process.

The duration of Consultancy services shall be considered till successful completion of the work from the date of award of specific Consultancy work to the selected Consultant from the list of Empaneled Consultants to whom the EoI has been issued and in terms of the EoI document therein.

10. APPLICANTS RESPONSIBILITY

It is expressly clarified that before submitting the applications, the Applicant must have examined carefully the contents of all the documents and any failure to comply with any of the requirement of this document will be the Applicant's risk.

While submitting the Application, the Applicant would submit a certification that they have made a complete and careful examination of requirements and other information set forth in this Document.

MMRCL shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

Each Applicant shall submit only one Proposal in response to this document. Submission of more than one Proposal by any Applicant shall be a sufficient ground for disqualification of the Applicant.

11. CLARIFICATIONS:

Upon downloading of this empanelment document from MMRCL portal <https://etenders.gov.in/eprocure/app> the Applicant shall verify the empanelment document issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figures or words indistinct, the Applicant shall apply to MMRCL at once to get the same rectified. No liability shall be entertained by MMRCL in respect of errors therein.

12. AMENDMENT

MMRCL may modify the empanelment document by issuing an addendum before last date of submission of the Application. Any addendum thus issued shall be part of this empanelment document and shall be uploaded on MMRCL e-tendering portal <https://etenders.gov.in/eprocure/app>. The Applicants are advised to check the tendering website before submission of the empanelment document.

To give Applicants reasonable time in which to take addendum into account in preparing their Applications MMRCL may at its sole discretion, extend the last date of submission of Application.

13. LANGUAGE

The Empanelment document application prepared by the Applicant and all correspondence and documents related to the Empanelment Document, and exchange by the Applicant and MMRCL shall be written in English. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purpose of interpretation of this Empanelment Document, the English translation shall govern.

14. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law.

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15. SIGNATURE AND SUBMISSION

All the Applications must be submitted, duly signed by the Applicant under the letter of application the format for which is provided at Annexure 1 of this document.

The signed proposal along with all the documentary evidences required of technical and financial capability and with all the Annexures filled and signed must be submitted on or before the prescribed date and time for the submission of Empanelment Document.

16. RIGHT TO ACCEPT OR REJECT APPLICATION

Notwithstanding anything contained in this Empanelment Document, MMRCL reserves the right to accept or reject any Application and annul the empanelment process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment without any reasons.

17. DISPUTE RESOLUTION

Any dispute arising out of or in connection with the Advisory services shall, in the first instance be dealt with in accordance with the escalation procedure. The aggrieved party should refer the dispute to Director (Planning/NFBR/Real estate) in writing. Such a reference should contain a description of the dispute, the quantum in dispute (if any) and the remedy sought. Director (Planning/NFBR/Real estate) shall use his best endeavors to conclude the dispute. The decision of the Director (Planning/NFBR/Real estate) shall be binding on the parties. If no resolution is reached or the aggrieved party is not satisfied with the decision of the Director (Planning/NFBR/Real estate), the aggrieved party may within 30 days of receipt of any such decision, appeal to the Managing Director (MD) of the Authority who, if convinced that prima facie the party's claim is not frivolous and that there is some substance in the claim and would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case, decision taken by the committee shall be finalized by the MD and same shall be binding to the both the parties.

In case the dispute is not resolved by escalations, the same may be resolved exclusively by arbitration and such dispute may be submitted by either Party for arbitration. Arbitration shall be held in Mumbai and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 including its amendments thereof. The number of arbitrators shall be mutually decided by the Parties within 30 days from the date of first intimation of the intent to resolve the dispute by way of arbitration. The "Arbitration Notice" should accurately set out the disputes between the Parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, all notices by one Party to the other in connection with the arbitration shall be in writing. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the Arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the arbitrator shall be final and binding upon the Parties.

The Bidder shall not be entitled to suspend the service/s or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the service/s in accordance with the provisions of the Contract/Agreement/Work Order notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings

**DOCUMENT FOR EMPANELMENT OF TECHNICAL
CONSULTANTS (STRUCTURAL AND
GEOTECHNICAL) FOR ASSISTING MMRC IN
PROCESSING NO OBJECTION CERTIFICATES
(NOC) FOR THE PLOTS/ PROPERTIES IN THE
INFLUENCE ZONE OF MUMBAI METRO LINES
IMPLEMENTED BY MMRC**

PART-II

MUMBAI METRO RAIL CORPORATION LIMITED

MMRCL, 8th Floor, Hallmark Business Plaza, opp.
Of Gurunank Hospital, Sant Dyaneshwar Marg,
Bandra (East), Mumbai - -400051
Website: <https://mmrcl.com/>

Annexure 1: Letter of Application

[Location, Date]

The Director (Planning)
MMRCL Transit Office Building,
'A' Wing, 'E' Block, North Side of City Park,
Behind Income Tax Office,
Bandra Kurla Complex,
Bandra East, Mumbai- 400 051

Dear Sir,

Sub: LETTER FOR APPLICATION – EMPANELMENT OF TECHNICAL CONSULTANTS (STRUCTURAL AND GEOTECHNICAL) FOR ASSISTING MMRC IN PROCESSING NO OBJECTION CERTIFICATES (NOC) FOR THE PLOTS/ PROPERTIES IN THE INFLUENCE ZONE OF MUMBAI METRO LINES IMPLEMENTED BY MMRC

We, the undersigned, apply to be empaneled for the referenced Project and declare the following:

- i. We are duly authorized to represent and act on behalf of (hereinafter the “Applicant”)
- ii. We have examined and have no reservations to the Empanelment Document including Addenda No(s).
- iii. We are attaching with this letter, the copies of original documents defining:
 - a. the Applicant’s legal status;
 - b. its principal place of business; and
 - c. its place of incorporation with registration details.
- iv. We further declare that we have not engaged any agent or middleman for this Empanelment process or any other part of this empanelment process arising from it. We have not paid/ will not be paying any commissions, gratuities or fees with respect to the empanelment process.
- v. MMRCL and/or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients.
- vi. This Letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by MMRCL.
- vii. We do not have a conflict of interest in respect to this tender document or Bidding Process being conducted.
- viii. MMRCL and/or its authorized representatives may contact the following nodal persons for further information on any aspects of the Application:

Contact 1	Name	Address	Telephone /E Mail

Director (Planning)

Consultant

We hereby furnish the required details of pre-qualification as under

1	Name and address of the bidder	
a	Name of the firm	
b	Office Address	
c	Telephone Number & Fax	
d	Name of the Authorized Signatory	
e	Phone/ Mobile Phone Number	
f	Name of Contact Person	
g	Valid Email Address	
h	Phone/ Mobile Phone number	

- ix. This application is made in the full understanding that:
- a. Empanelment process will be subject to verification of all information submitted at the discretion of MMRCL.
 - b. MMRCL reserves the right to reject or accept any or all applications, cancel the Empanelment process without any obligation to inform the applicant about the grounds of same;
- x. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail. We also understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, MMRCL may delete our name from the list of qualified Applicants.

Yours sincerely

Signature:

Name and Title of Authorized Signatory:

Name of Consultant/ Firm:

Address:

Annexure 2: POWER OF ATTORNEY

On non-judicial stamp paper of appropriate value

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr. / Ms. resident of (name and address of residence) 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 the Application for the EMPANELMENT OF TECHNICAL CONSULTANTS (STRUCTURAL AND GEOTECHNICAL) FOR ASSISTING MMRC IN PROCESSING NO OBJECTION CERTIFICATES (NOC) FOR THE PLOTS/ PROPERTIES IN THE INFLUENCE ZONE OF MUMBAI METRO LINES IMPLEMENTED BY MMRC (the “Project”), including signing and submission of all documents and providing information / responses to the Mumbai Metro Rail Corporation Limited (MMRCL), India, representing us in all matters in connection with our Application for the EMPANELMENT OF TECHNICAL CONSULTANTS (STRUCTURAL AND GEOTECHNICAL) FOR ASSISTING MMRC IN PROCESSING NO OBJECTION CERTIFICATES (NOC) FOR THE PLOTS/ PROPERTIES IN THE INFLUENCE ZONE OF MUMBAI METRO LINES IMPLEMENTED BY MMRC.

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

(Signature)

(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the sole Applicant.

The mode of execution of 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.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

Director (Planning)

Consultant

(To be forwarded on the letterhead of the Bidder)

Format for Board Resolution
(bidder format may be submitted)

(A) Format for the Board resolution to be passed by a Bidder (not applicable in case of consortium) The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956/2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Bid in response to the Bidding Documents dated _____ issued by Mumbai Metro Rail Corporation Limited (MMRCL) for *[Insert name of the work]* for Mumbai Metro Rail Project.

FURTHER RESOLVED THAT Mr./Ms , (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Bid, including in particular, signing the Bid, making changes thereto and submitting amended Bid, signing and executing all the documents related to the Bid, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to MMRCL as part of the Bid or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our said Bid including signing and executing the Contract Documents, making representations to MMRCL or any other authority, and providing information / responses to MMRCL, representing us in all matters before MMRCL, and generally dealing with MMRCL in all matters in connection with our Bid till the completion of the bidding process as per the terms of the above said Bidding Documents and further till the Contract is entered into MMRCL and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Bidding Documents be issued in favour of the above named person, _____, to be executed by Mr. _____ or Mr. _____, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. _____, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Director of Bidder

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/Director of the Bidder.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example reference to Companies Act 1956/2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

Annexure 3: UNDERTAKING

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ nor any of its directors/ constituent partners have abandoned any work of MMRCL nor any contract awarded to us for such works has been rescinded, during last five years prior to the date of this application.
3. The undersigned also furnish(es) undertaking that none of the directors/ constituent partners of our firm have been declared by any court of law as proclaimed offenders and also that neither our firm nor any of its directors/ constituent partners have been convicted under any law for the offences punishable under Indian Penal Code, Negotiable Instruments Act or any Labour/employee beneficial legislation.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by MMRCL to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the MMRCL.

(Signed by an authorized officer of the firm)

Title of Officer

Name of Firm

Date

Annexure 4: Historical Contract Non-Performance, Pending Litigation and Litigation History

Applicant’s legal name

Date.....

(to be completed by the Bidder)

Bidder’s Name: _____

Date: _____

Non-Performed Contracts in accordance with Section III, Eligibility and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January, 2014 specified in Section III, Eligibility and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January, 2014 specified in Section III, Eligibility and Qualification Criteria, requirement 2.1.			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Eligibility and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Eligibility and Qualification Criteria, Sub-Factor 2.2.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Eligibility and Qualification Criteria, Sub-Factor 2.2 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), INR Equivalent (exchange rate)

		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
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Annexure 5: DETAILS OF BIDDING FIRM

1.1	Title of Consultancy
1.2	Title of the Work:
1.3	<p>State the following:</p> <p>Name of Firm: Legal status (e.g. sole proprietorship/ partnership/ company etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:</p> <p>State the number of years the applicant has been undertaking work similar in scope and nature to the works for which empanelment document is sought</p> <p>Name of Applicant </p> <p>No. of years </p> <p>Name of Applicant</p>
1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p>

	<p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years and such blacklisting continues to subsist? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>(vi) Has the Applicant filed for Litigation with any government Authority in the last five years. Please provide details of pending Litigation cases as an Annexure. Applicants found to be habitual of repeated litigation are liable to be disqualified. Yes/No</p> <p>(vii) Has the company or firm ever failed to complete any work awarded or has been levied liquidated damage for delay in completion of work? If Yes give explanation.</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the bidding firm is not eligible for this consultancy assignment.</p>
	<p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>

Annexure 6: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

.....
.....
.....

Dear

Sir,Sub:

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the EoI document. I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal.

Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

I/We have studied EoI and all other documents carefully. I/We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the empanelment process.

Yours faithfully,

(Signature, name and designation of the authorized signatory

Annexure 7: CONSULTANT/ FIRM'S REFERENCES

Relevant Services carried out that best illustrate Qualifications.

Summary of Eligibility Experience (List all important projects as per the eligibility conditions and categories of the EoI.

Sr. No.	Full Name of Project	Name of Client	Duration-from /to	Estimated capital cost of Project (in INR)	Consultancy Fees (in INR)	Scope of Work	Documents Enclosed
1.							
2.							
3.							
n.							

Annexure 7A: Format for Individual Projects

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, individually as a Corporate Entity was legally contracted. Please provide information for all Members in case of a Consortium.

Assignment Name:		Location:
Name and address of Employer:		
Start Date (Month / Year):	Completion Date (Month / Year):	Approx. Value of Services (Rs.):
Name of Associated Consultant/ Firms, if any:		
Name of Senior Staff (Structural Experts and Geotechnical Experts) involved and Functions performed:		
Description of Project and services provided by your staff		

Consultant/ Firm's Name: _____

Annexure 8: Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

Deleted

Annexure 9: DESCRIPTION OF THE APPROACH METHODOLOGY FOR PERFORMING THE ASSIGNMENT

Deleted

Annexure 10: FINANCIAL INFORMATION

Annexure-10A: Turnover & Networth particulars

Particulars	FY 2020-21 in Equivalent INR	FY 2021-22 in Equivalent INR	FY2022-23 in Equivalent INR
Annual Turnover from professional fees from Consulting Services (excluding turnover from tax, audit, facility management and real estate brokerage) in India			
Refer Clause: 5.6 of tender documents			

Notes:

1. The Applicant shall submit certificate from a Certified Chartered Accountant along with UDIN No. to demonstrate the same.
2. The Consultant/ Firm shall submit audited financial statements for these years along with their Technical Proposal

Consultant/ Firm's Name: _____

Chartered Accountant

Sign & Seal

Annexure 11: HISTORICAL DEBARMENT/ BLACKLISTING/ TERMINATION/ RESCIND

(to be completed by the Bidder and by each member of the Bidding Firm’s Consortium or Sole Bidder as case may be)

Bidder’s Name: _____ Date: _____ JV Member’s

Name _____ EoI No. and title: _____

Page _____ of _____ pages

(1)	(2)	(3)	(4)	(5)
Year (From-To)	Contracts for which Debarment/ Blacklisting occurred in last five years ending on bid submission date including period of debarment/blacklisting.	Debarring Agency	Whether Debarment/ Blacklisting has been challenged	Remarks (*)
<i>[insert month and year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Reason(s) for Debarment: <i>[indicate main reason(s)]</i>	Name of Employer: <i>[insert full name]</i> Address and Contact information of the Employer: <i>[insert street/city/country & Phone Nos./E-Mail ID of the Employer]</i>	<i>[Yes/No]</i> Current Status of Debarment: <i>[If Yes, whether the debarment so challenged has been fully settled against or in favor of the contractor or is still pending in dispute resolution mechanism/judiciary.]</i>	

Debarment/Blacklisting History shall include all contracts where:

- Debarment/Blacklisting was not challenged by the contractor, including through referral to the dispute resolution mechanism or judiciary,
- Debarment/ Blacklisting occurred for a duration which is falling in the bracket of last 05 years i.e. started/ended before bid submission or extended bid submission date,
- Debarment/Blacklisting that were so challenged but fully settled against the contractor,
- Debarment/Blacklisting shall also include contracts where Employers decision was overruled by the dispute resolution mechanism or judiciary,
- Debarment/Blacklisting that were so challenged but not fully settled or is still pending in dispute resolution mechanism/judiciary.

*In case of ‘No’ in column (4); reason for not challenging the Debarment/ Blacklisting/ Termination/ Rescind to be stated in the remarks column.

In case the Debarment/ Blacklisting/ Termination/ Rescind has not been challenged by the bidder in dispute resolution mechanism or judiciary, the bid of the said bidder shall be rejected assuming that contractor has accepted the blacklisting/debarment/termination/rescind.

Director (Planning)

Consultant

Annexure 12: SUMMARY OF PERSONNEL EXPERTISE

Key Experts

Sl. No.	Name	Position	Task
1.			
2.			
3.			

Support Team

Sl. No.	Name	Position	Task
1.			
2.			
3.			

Consultant/ Firm's Name: _____

Annexure 13: CURRICULUM VITAE

1. **Proposed Position:**
2. **Name of Staff** [*Insert full name*]: _____
3. **Date of Birth:** _
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

9. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned as per the EoI eligibility criteria</p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p>
	<p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

[Signature of Staff Member or Authorized Representative of the Consultant/ Firm]

Date: Day / Month / Year

Consultant/ Firm's Name: _____

Annexure 14: TERMS OF REFERENCE FOR TECHNICAL CONSULTANTS (STRUCTURAL AND GEOTECHNICAL) SERVICES

1. OBJECTIVES

The aim of this contract is to empanel firms providing highly skilled highly skilled and experienced Technical Consultants (structural and geotechnical) for assessing the re/developments on plots/properties withing metro influence zone of MML-3 and safeguarding MML-3 tunnels and metro structures from any adverse impact due to proposed developments, redevelopments, and new constructions in the influence zone of MML-3.

MMRC being Metro Rail Authority (MRA), received stipulations from various property developers/architects/builders seeking No Objection Certificate (NOC) for proposed developments within Metro Line influence zone. The applications are to be scrutinized in detail to assess any structural short term & long-term impacts (structural loading etc.) on underground metro tunnels & metro structures.

2. Scope of Services

The consultants will undertake a wide range of services, ensuring compliance with regulations and safety measures concerning the MML-3 structures and tunnels. The scope includes, but is not limited to:

2.1. Review of NOC Applications

Consultants are required to thoroughly scrutinize the No Objection Certificate (NOC) applications submitted by developers, builders, and other project proponents. The review should ensure:

- 2.1.1. That the proposed development complies with local bylaws and development control regulations.
- 2.1.2. Detailed assessments of the structural and geotechnical impact on metro tunnels, underground stations, and other MML-3 infrastructure.
- 2.1.3. Proper superimposition of the applicant's drawings on the MML-3 alignment using GPS coordinates to verify any potential impact on metro structures.
- 2.1.4. Identification of critical elements such as foundation depth, building height, and load impact on nearby metro tunnels.
- 2.1.5. Undertaking impact assessments for proposed re/developments
- 2.1.6. Superimposition of applicant drawing
- 2.1.7. Study station/tunnel design, geotechnical reports, structural details
- 2.1.8. Review drawings, structural reports, geotechnical reports (GI report, stress-strain reports, settlement reports, etc.)
- 2.1.9. Ensuring no adverse impact on metro tunnels & structures
- 2.1.10. Recommending alternate solutions to proposed developments of applicants whenever necessary to ensure structural safety & no impact on metro tunnels & metro structures

2.2. Impact Assessment

One of the key roles of consultants is to conduct comprehensive impact assessments for the proposed projects. This includes:

2.2.1. Geotechnical Impact:

- 2.2.1.1. Reviewing geotechnical investigation reports, including soil exploration, bearing capacity tests, and groundwater levels.
- 2.2.1.2. Assessing soil-structure interaction and determining any potential settlement or stress on the metro tunnels.
- 2.2.1.3. Recommending soil improvement techniques if the natural soil properties are inadequate to ensure structural safety.

2.2.2. Structural Impact:

- 2.2.2.1. Reviewing the structural design and verifying its compliance with metro standards.
- 2.2.2.2. Providing an impact analysis report that details how the proposed construction will affect the metro tunnels and stations. This includes evaluating stress, strain, and settlement impacts.

- 2.2.2.3. Suggesting alternative solutions such as modifying foundation design to reduce the risk to MML-3 infrastructure.

2.3. Risk Identification and Mitigation

- 2.3.1. Identify the **potential risks** to MML-3 structures, both during construction and post-completion of the project. These risks include:
 - 2.3.1.1. Foundation depth and design: Evaluating the depth of foundations relative to the metro tunnel and recommending solutions to mitigate any adverse impact.
 - 2.3.1.2. Seismic impact: Assessing the seismicity of the area and the proposed construction's ability to withstand seismic forces without compromising metro structures.
 - 2.3.1.3. Load analysis: Providing a thorough calculation of the maximum load a structure can exert on a vestibule or tunnel and recommending ways to mitigate this load.
- 2.3.2. The consultants should provide **risk mitigation strategies and alternative construction methods**, including but not limited to:
 - 2.3.2.1. Alternative foundation systems, such as piling or raft foundations, that can mitigate the impact on the metro structure.
 - 2.3.2.2. Shoring systems during excavation to protect adjacent metro infrastructure.

2.4. Geotechnical Investigations and Recommendations

The certified & licensed geotechnical consultants will be responsible for conducting (if required) and reviewing soil investigation reports submitted by the project proponent, ensuring compliance with metro safety norms. This includes:

- 2.4.1. Reviewing geotechnical reports including:
 - 2.4.1.1. Geotechnical investigation/interpretative reports,
 - 2.4.1.2. Borehole location details with geo-referenced coordinates.
 - 2.4.1.3. Soil type and classification, groundwater levels, and bearing capacity.
 - 2.4.1.4. Detailed seismic analysis and stress-strain evaluations to ensure the stability of foundations.
 - 2.4.1.5. Excavation support system/Shoring system
 - 2.4.1.6. Geotechnical/foundation and structural designs
 - 2.4.1.7. Damage assessment and settlement analysis
 - 2.4.1.8. Options for pile debonding system, soil improvement and instrumentation cum monitoring of the proposed development structure for safeguarding MML3 structures.
- 2.4.2. Reviewing foundation designs submitted by project proponent and suggesting modifications if required.
- 2.4.3. Conducting Field Exploration and Subsurface Investigations to assess the impact of the proposed development on underground structures.
- 2.4.4. Providing detailed geotechnical analysis using Building Information Modelling (BIM) or similar tools for advanced soil-structure interaction modelling.

2.5. Review of Structural Design, Construction Methodology and Recommendations

The structural consultants will review the structural design submitted by developers and make recommendations to ensure that:

- 2.5.1. The structural stability of the proposed buildings does not compromise the integrity of MML-3 tunnels.
- 2.5.2. The consultants must provide an alternative design, if necessary, especially when the development poses risks to the metro structures. This can involve:
 - 2.5.2.1. Load redistribution techniques to divert weight away from critical metro structures.
 - 2.5.2.2. Alternative materials or construction methods to minimize stress on metro tunnels.
 - 2.5.2.3. Conducting structural audits and proof-checking of the designs through reputed institutions such as IIT Bombay, VJIT Mumbai etc.

2.6. Audit, Quality Control & validation

- 2.6.1. Consultants will conduct on-site audits to ensure construction activities comply with metro safety norms. This includes:

Director (Planning)

Consultant

- 2.6.1.1. Regular audits during construction, especially before casting critical structural elements.
- 2.6.1.2. Post-construction audits to verify compliance with the approved design and methods.
- 2.6.2. Submit detailed reports on audit findings and any discrepancies observed during the construction phase.
- 2.6.3. There should at least one audit/site inspection before casting and after the marking the locations of boreholes, piles, foundations, etc at ground level and report of the same should be submitted.

2.7. Safety Assurance

Safety is paramount in all developments within the MML-3 influence zone. The consultants must:

- 2.7.1. Ensure that public safety is not compromised during or after construction.
- 2.7.2. Evaluate and document any potential hazards to the metro tunnels and propose measures to mitigate these risks.
- 2.7.3. Assess construction methodologies to ensure they align with metro safety standards. This includes verifying the sequence of construction activities to avoid triggering ground settlement or any structural impact on the metro infrastructure.

2.8. Documentation and Approvals

Consultants must prepare and maintain detailed documentation, including:

- 2.8.1. Detailed reports for each NOC application, containing all assumptions, calculations, and analysis supporting the assessment.
- 2.8.2. Stipulation and condition recommendations to MMRC for issuing provisional, final, revised, or revalidation NOCs.
- 2.8.3. Audit reports, including stress-strain analyses and geotechnical investigations, submitted before and after critical phases of construction.
- 2.8.4. Submit the necessary documents to the relevant authorities for final approval and validation of the proposed developments.
- 2.8.5. Identifying and compiling a consolidated list of details, documents, and drawings required for processing approvals, consents, and clearances.
- 2.8.6. Ensuring all necessary documentation is complete and accurate.
- 2.8.7. Reviewing Geotechnical analysis (exploration reports, subsurface conditions, ground water levels, FEM analysis, etc) based on appropriate soil parameters derived from their consultant's (certified & licensed) soil investigation reports submitted by the Applicant.

2.9. Technical Recommendations for TOD Vestibules

Assess the structural designs of TOD Vestibules proposed under 33(23) Regulation of the BMC DCPR 2034.

This involves:

- 2.9.1. Ensuring the vestibules are structurally sound and do not impose undue stress on the metro tunnels.
- 2.9.2. Providing technical recommendations and reviewing feasibility reports submitted by developers.
- 2.9.3. Conducting a risk analysis on the structural impact of TOD vestibules on metro tunnels and suggesting mitigation measures where necessary.

2.10. Engagement Period

The empaneled consultants will be engaged on a project basis. Each assignment will have a specific scope, timeframe, and deliverables. The consultants are expected to be available for any necessary follow-up work or additional tasks related to the project.

2.11. Eligibility Criteria

Mandatory Company qualifications:

- 2.11.1. Must be registered under the Companies Act for min. 10 years.
- 2.11.2. Only partnership/LLP/Company/Public are eligible.
- 2.11.3. Sole Proprietorship will not be considered.
- 2.11.4. Minimum 10 years of experience in similar consultancy work.
- 2.11.5. Minimum Average Annual turnover of ₹5.0 Cr in last 3 financial years.

3. DELIVERABLES

In pursuance of this ToR, the Consultant shall undertake/deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Each deliverable shall include recommendations, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 2 (two) hard copies and 3 (three) soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

3.1. Deliverable timelines

The following table outlines the deliverables, timelines, and consultancy charges for assessing NOC applications based on the proximity of the property to the MML-3 structures and the criticality of the development.

Sr. No.	Distance of property from MML-3 Centre line	Category of NOC	Time required for providing NOC recommendations
1	0-6 m	Extremely critical	Max. 10 days
2	6-20 m	Moderate	Max. 5 days
3	>20 m	General	Max. 2 days

4. DURATION OF THE CONSULTANCY SERVICES

The duration of the empanelment shall be for a period of three (3) years from the date of notification to this effect or up to termination of the panel through a written notice from MMRCL to the empaneled firms. Participation in the project specific EoIs shall be entirely at the discretion of the Applicants. Empanelment under this process shall not guarantee any selection at this stage and the same shall be guided by the next stages of the procurement process.

The duration of Consultancy services shall be considered till successful completion of the work from the date of award of specific Consultancy work to the selected Consultant from the list of Empaneled Consultants to whom the EoI has been issued and in terms of the EoI document therein.

5. PROJECT SITE

The Bidders at their own responsibility, risk and cost are required to visit to examine the site of Project, the Employer and its surroundings and obtain all information that may be necessary for preparing the application, for this project of MMRCL. The costs of visiting the site shall be borne by the Applicants. MMRCL shall not be liable for such costs, regardless of the outcome of the Bidding process.

Annexure 15: LETTER OF UNDERTAKING REGARDING CONFIDENTIALITY OF BID INFORMATION

(This document is to be prepared by the Bidder and submitted on Bidder’s Letterhead as part of Technical Package as per Instructions to Bidders)

To:

Date:

The Director (Planning)
Mumbai Metro Rail Corporation Limited
8th Floor, Hallmark Business Plaza, opp. Of
Gurunanak Hospital, Sant Dyaneshwar
Marg, Bandra (East), Mumbai - 400051

Sub: [“Insert Name of the work”]

Tender No. [“Insert Tender No.”]- Regarding Letter of Undertaking

We (Name of Applicant / Consortium) hereby undertake that the Bid drawings, both in hard copy and digitized format, and the Bidding documents purchased as a necessary part of our preparation of this Bid shall be used solely for the preparation of the Bid and that if the Bid is successful, shall be used solely for the execution of Works.

We further undertake that the aforesaid Bid drawings and documents prepared by MMRCL, shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the Bidder / Consortium / Members of Consortium or its/their parent companies or sub-contractors of the Bidder / Consortium are, or will be involved with either in India or in any other Country.

Signed:

For and on behalf of

(Name of Bidder)

Annexure 16: UNDERTAKING FOR DOWNLOADED BIDDING DOCUMENTS

We hereby confirm that, we have downloaded the complete set of Bid Documents along with the set of enclosures hosted in e-tendering portal <https://etenders.gov.in/e procure/app> We confirm that the Bidding Documents has not been edited or modified by us. In case, it is observed by MMRCL that the Bidding Documents have been edited or modified, we agree for the rejection of our Bid by MMRCL.

Company name

Name

Signature

Postal address

E-mail ID

Phone Fax

Director (Planning)

Consultant

Annexure 17: FORM OF CERTIFICATE CONFIRMING DOWNLOADING OF ALL BIDDING DOCUMENTS, CORRIGENDA AND ADDENDA

This is to certify that we, M/s _____ [* Name of the Bidder] have downloaded all Bidding Documents, Corrigenda, Clarifications and Addenda for Contract No. _____ as listed below:

1. Addendum No.
2.
3.
4.

SIGNATURE OF BIDDER

Annexure 18: FORM OF DECLARATION FOR NON-ENGAGEMENT OF ANY AGENT, MIDDLEMAN OR INTERMEDIARY

[We hereby declare / We hereby jointly and severally declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item or work related to the award and performance of this Contract if awarded.

We further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been, or will be paid and that the Bid price does not include any such amount. We acknowledge the right of the Employer, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract NULL and VOID.

SIGNATURE OF THE BIDDER

Annexure 19: FORM OF CERTIFICATE CONFIRMING CAREFUL EXAMINATION OF ALL THE CONTENTS OF BIDDING DOCUMENTS AND SIGNING OF ALL PAGES OF BIDDER'S PROPOSAL

This is to certify that we, M/s _____ [*Name of the company/consortium] have carefully examined all the contents of the Bidding Documents including Addenda (if any) and all the pages of our proposal have been signed and stamped by our authorized signatory.

SIGNATURE OF BIDDER

END OF DOCUMENT