



# Request for Proposal

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FOR

APPOINTMENT OF CONSULTANT FOR BID  
PROCESS MANAGEMENT OF NON-FARE BOX  
REVENUE STREAMS FOR MUMBAI METRO LINE-3

**Mumbai Metro Rail Corporation Limited**

Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East,  
Mumbai, Maharashtra 400051

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## SECTION 1: Letter of Invitation (LOI) & Details of Tender

MMRCL/Planning/PLN/49A/NFBR/RFP/01/2022

Date: 14/11/2022

### **Invitation for Appointment of Consultant**

#### **Sub: Letter of Invitation (LOI) – Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3**

MMRCL invites Bids (through e-tendering process) from eligible Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under Companies Act 1956/2013 and having registered office in India, for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3.

### **A. Background**

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 which is a 33.5 km fully underground metro corridor with 27 stations. As per the Union Cabinet approval granted for this project, ₹ 1,000 Cr. is to be mobilised from Non-Fare Box Revenue sources.

Work on the construction of Mumbai Metro Line-3 is in full swing; over 75% of the Civil Works have been completed by September 2022 and station works are on-going. The metro is scheduled to become operational in two phases:

- Phase 1: Aarey to BKC – December 2023
- Phase 2: South end of BKC to Cuffe Parade – June 2024

### **About MMRCL**

MMRCL, a JV-SPV (50:50) of Government of India (GoI) and Government of Maharashtra (GoM), is implementing Mumbai Metro Line-3 which is a 33.5 km fully underground metro corridor with 27 stations. The Metro Line-3 forms an integral part of the Mumbai Metro Master Plan as it provides unprecedented connectivity to Mumbai's business districts as well as major transport hubs in the city.

### **Alignment and Connectivity**

The southern end of the alignment is at Cuffe Parade, a short distance from the World Trade Centre and Back Bay Bus Depot. The alignment follows a northwards trajectory with stations at Vidhan Bhavan and Churchgate which serve the Nariman Point Business District as well as the Mantralaya and other Government offices. From Churchgate, the alignment heads north-east with stations at DN Road and on Mahapalika Marg which serve the Fort district, CSMT, Sessions Courts and the MCGM Headquarters. The alignment follows JSS Road serving Kalbadevi and Girgaon areas and continues northwards to Grant Road, Mumbai Central and Mahalaxmi. The alignment follows E. Moses Road with stations at Science Museum, Worli Naka and Worli which shall serve the rapidly developing Lower Parel and Worli districts. The alignment continues northwards through Dadar, Mahim prior to turning eastwards to Dharavi before reaching BKC. The BKC Station is strategically located so as to serve the G and F Blocks of the business district. The alignment continues northwards along the Western Express Highway before entering the Airport area where three stations are being constructed that shall serve the airport terminals and other developments in the airport area. The alignment passes below MIDC Central Road abutting the entry to SEEPZ and terminates at Aarey Depot.

Metro Line-3 provides connectivity to:

- ~ 30 employment clusters; Government and private offices
- ~ 12+ education institutions - schools, colleges & university
- ~ 11 major hospitals
- ~ 10 major transportation hubs
- ~ 25 religious & recreations areas
- ~ 3 million population in influence zone

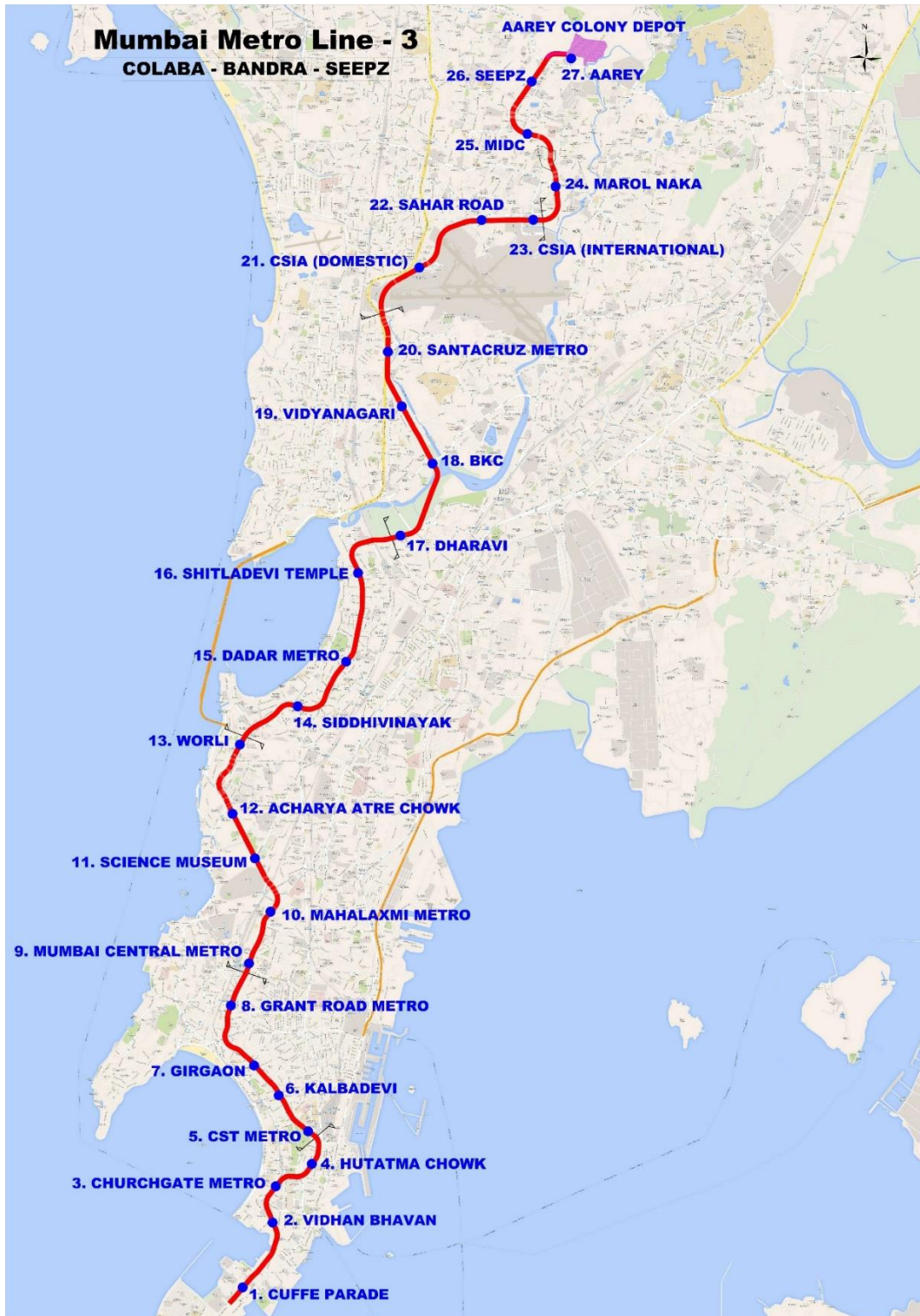


Figure 1: Mumbai Metro Line-3 Alignment

## **Interchanges**

The Line-3 also provides rapid connectivity to major transport hubs and transport stations in the city including the CSMT, Churchgate, Mumbai Central (Suburban and Long Distance) train stations. Interchanges with the Metro Line 1 at Marol Naka, Metro Line 2B at BKC, Metro Line 7 & 8 at Airport Terminal 2 and Monorail at Jacob Circle are planned. These interchanges will allow for unparalleled rapid access to all parts of the city.

## **Salient Features**

- Train capacity 3,000 passengers (8 cars @ 8 passengers/m<sup>2</sup>), designed for peak hour peak direction traffic (PHPDT) of 72,000 passengers
- Energy efficient modern rolling stock (25 kv AC traction) with regenerative braking system
- Fully air conditioned
- Platform screen doors for passenger safety and energy efficiency
- Communication Based Train Control (CBTC) signalling system for driverless train operations
- 2-level stations provided with escalators & lifts, designed as barrier free access for persons with disabilities
- Automatic Fare Collection (AFC) system that can lead to integrated ticketing
- Maximum train speed of 85 kmph; journey speed of ~35 kmph

## **Station Design**

The metro stations are typically designed over two underground levels: the concourse and platform. The concourse level is typically located 10-14m below ground level and shall serve as the place where commuters shall arrive after taking the escalator / elevator or stairs from the ground level. The concourse level is split into two parts: an unpaid area and a paid area. The unpaid area is where the commuters shall land and is where commuters can purchase tickets from ticket vending windows and Ticket Vending Machines. The unpaid area is separated from the paid area located at the centre of the station box by the security gates and fare collection barriers. The paid area accommodates vertical circulation elements (lifts, escalators and stairs) which allow for paid connectivity with the platform level.

The platform located typically 18-20m below ground level is typically 185m long and 12m wide and is planned as an island with the tracks located on either side of it. Along the platform are located platform screen doors which screen the platform from the train and ensure high levels of safety for commuters and reduces the likelihood of accidents.

## **On-going NFBR Works**

Considering the current status of project implementation, MMRCL has decided to go ahead with the appointment of Consultant for various Non-Fare Box Revenue streams including leasing of In-Station Commercial Spaces and Advertisement Rights.

MMRCL has concluded a bid process for Station Semi Naming Rights and awarded Station Semi Naming Rights for five stations (Phase-1) for a period of five years starting from the commissioning of Line-3. The total value of station naming rights is ₹ 216 Crore cumulatively over 5 years with 5% annual escalation.

Following the publishing of an Expression of Interest, MMRCL has also been successful in signing MoU's with 10 developers for carrying out detailed technical feasibility study for developing Direct Access connections from the metro stations to their properties. The technical feasibility study is on-going, based on the findings of the study, agreements for their development will be made.

## B. Eligibility Criteria

Eligibility Criteria for the assignment is given in the Data Sheet of Section 2.

## C. Duration of services

Time duration for the consultancy services will be 18 months.

For the agencies that have registered as MSMEs are requested to make the necessary payment of ₹ 10,000/- + GST on the portal. The amount will be reimbursed separately after submission of the proof of the payment.

Table 2: Details of RFP

Sr. No.	Parameter	Details	
1	Tender / Bid No.	MMRCL/Planning/PLN/49A/NFBR/RFP/01/2022	
2	Department	Planning Department	
3	Name of Tender / Bid	Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3	
4	Cost of tender document	10,000 /- (INR Ten Thousand only), excluding GST (Refundable for MSME registered firms)	
5	Contact Details	Mr. Swetal Kanwalu, DGM (Town Planning), Planning Dept. 8 <sup>th</sup> Floor, Hallmark Business Plaza Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400051 Contact No. 022 69061355, 022 69061369	
6	Importation Dates*	<b>Milestone</b>	<b>Date</b>
		Issue of Tender	14.11.2022
		Submission of queries/clarification	18.11.2022
		Pre-bid meeting	21.11.2022
		Last date of bid submission	12.12.2022 (16:00 hours)
		Opening of Technical Bid	12.12.2022 (17:00 hours)

\*Timeline is tentative. Bidders shall be informed regarding updated dates through the E-Tendering portal. Financial bid opening date & time shall be intimated in advance.

The RFP document is available for download from website [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) from the above-mentioned date. The tenders will be received online on MMRCL E-Tendering portal ([www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL)) and will be opened as per scheduled date and time as above.

Date: 14/11/2022

Place: Mumbai

Yours faithfully,  
Sd-  
(R. Ramana)  
Executive Director (Planning)

**For further details, if required, you may contact:**

**Contact Details:**

Mr. Swetal Kanwalu, DGM (Town Planning),  
Planning Dept.  
8<sup>th</sup> Floor, Hallmark Business Plaza  
Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400051  
Contact No.: 022 69061355, 022 69061369  
E-mail id: swetal.kanwalu@mmrcl.com

MMRCL reserves the right to reject any/all of the proposals without assigning any reason thereof.



## **D. Deemed Knowledge and Disclaimer**

MMRCL shall receive Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MMRCL. Bidders shall submit bids in accordance with such terms on or before the Proposal Due Date. The participating Bidders are expected to visit the Project site to examine its precincts and the surroundings at the Bidder's own expenses and ascertain on its own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services.

The Bidder shall be deemed to have inspected the Project Site and be aware of the existing buildings, constructions, structures, installations etc. existing in the Project site and shall not claim for any change on the Project site after submitting its Bid. The Bidder hereby admits, agrees and acknowledges that MMRCL has not made any representation to the Bidder or given any warranty of any nature whatsoever in respect of the Project Site including in respect of its usefulness, utility etc. or the fulfilment of criteria or conditions for obtaining Applicable Permits by the Bidder for implementing the Project.

The Bidder shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development of the assets regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or unforeseen) including underground utilities and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or unforeseen and the Bidder shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from MMRCL in respect of the Project other than for those matters in respect of which express provision is made in the Agreement.

MMRCL reserves the right to reject any or all of the tender offers, without assigning any reason thereof. Validity period of the offer of the tender will be 180 days from the date of opening of the financial bid of the e-tender. If there is any amendment in the tender the same shall be updated on the web portal.

## **E. Guidelines for E-Tendering**

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

### **Step 1: Registration of Applicants/Bidders**

- Go to website: [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL).
- Click on "Register" button.
- Fill in the desired User ID, Company Details by your own.
- Vendor in possession of DSC Class III may insert Digital Signature Certificate token in computer's USB drive, and click on "Update Digital Signing Certificate Serial No. From USB token". A new PKI based "Signer Certificate" window will open. Browse your Signer Certificate, enter token password and click on Register.
- For those without DSC, it is mandatory to apply for the DSC.
- Do not enter special character(s) in any field except "Email Address", "Website (URL)" and "Alternative Email Address".
- Then click on "Create profile".
- You will be forwarded to "Document Upload" screen. Upload documents as specified in previous page. After uploading is completed, click on "Finish Upload".
- You will be forwarded to Payment screen. Make registration payment.
- The User ID and system generated password with payment confirmation will appear on the next screen which can be printed for future reference.

- For enabling the User ID, forward the registration acknowledgement to [twhelpdesk358@gmail.com](mailto:twhelpdesk358@gmail.com) along with a Request Letter.
- Download the format for Request letter from Home page (available under Click to view Latest Circulars / Format). Letter should be duly signed with rubber stamp.

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

- Applying Class III Digital Signature Certificate: (token issued upon registration)
- The applicant/bidder is required to apply for a class III Digital Signature Certificate (DSC). Digital Signature Certificate which is obtainable from the authorised agencies of CCA (Controller of Certifying Authorities in India [www.cca.gov.in](http://www.cca.gov.in)).

**Procedure for submission of E-tender by bidder:**

- Interested bidders who wish to participate should visit website <http://www.tenderwizard.com/MMRCL> which is the ONLY website for bidding their offer. Further, the procedure is as follows:
- Register your company in website [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) for obtaining a Login ID and Password (after paying necessary registration charges). This is one-time annual payment and applicable for bidding other tenders also.
- Using the login ID, password and digital signature, enter the tender portal to purchase the tender document.
- Pay processing fees/tender cost through e-payment gateway.
- With the payment of tender document cost, the bidder can download the ‘Technical bid’ [in prescribed/Microsoft Excel (.xls) format] and ‘price bid’ [in prescribed/Microsoft Excel (.xls) format] by clicking on the link “Show Form”.
- Download the **Technical bid** and **Price bid** and save them without changing the file name. Fill up your quotations, save them. Then upload the Technical bid and Price bid in appropriate links.
- Attach supporting documents first in “Document Library”. Then attach them by selecting in particular tender.
- On Submission of tender a system generated “Acknowledgement Copy” of tender submission will be received.
- Bidder can revise/change quoted rates any time before closing date & time.
- Bidder must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.
- Bidder manual & system requirement is available on website [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) for necessary help.
- All Bids must be uploaded on-line on E-Tendering portal. [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) before the time and date specified in the pre-qualification Data sheet / Bid Data sheet.
- Being e-tenders the bidders will not be able to upload bids after the designated time of bid submission.
- The Applicants/Bidders are advised to regularly visit the e-tendering portal [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) for updates.
- N.B: Bidders are requested to refer to the Vendor’s manual by downloading the Vendor’s Manual by visiting [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) and clicking on “Help Manuals”.

Bidder may contact ITI representative at 08951944383 & helpdesk at 08040482100 [email-twhelpdesk358@gmail.com](mailto:twhelpdesk358@gmail.com) for any assistance. Contact Timings-India 09.00 Hrs. – 20.00Hrs (GMT +5.30)

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.”

## **SECTION 2: Instructions to Consultants and Data Sheet**

### **A. Instructions to Consultants (ITC)**

#### **1. Definitions**

- 1.1 “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2 “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- 1.3 “Client” means “MMRCL” or “Authority” that signs the Contract for the Services with the selected Consultant.
- 1.4 “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.5 “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- 1.6 “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- 1.7 “Day” means calendar day.
- 1.8 “Professionals” means, collectively, Key Professionals, Support Professionals, support staff, or any other personnel of the Consultant or Joint Venture member(s).
- 1.9 “Government” means the Government of Maharashtra/Government of India.
- 1.10 “Joint Venture (JV) or Consortium” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- 1.11 “Key Professional(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- 1.12 “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India.
- 1.13 “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.
- 1.14 “ITC” (this Section 2 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- 1.15 “LOI” (this Section 1 of the RFP) means the Letter of Invitation being addressed by the Client to the Consultants.
- 1.16 “Support Professional(s)” means an individual professional provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- 1.17 “NFBR” means Non-Fare Box Revenue.
- 1.18 “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- 1.19 “RFP” means this Request for Proposal prepared by MMRCL for the selection of Consultants for Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3.

- 1.20 “Services” means the work to be performed by the Consultant pursuant to the Contract.
- 1.21 “TOR” (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- 1.22 “Technical Advisory Committee” means a committee constituted by the Authority for the purpose of technical guidance to the Consultants and monitoring of the assignment
- 1.23 “INR” means Indian Rupee (s).
- 1.24 QCBS-Quality- and Cost-Based Selection (QCBS).

## **2. Introduction**

- 2.1 MMRCL intends to select an individual firm or Joint Venture / Consortium (“the Consultant”) in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for negotiations (for both technical & financials) and ultimately for a signing contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with local conditions and take into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions. Consultants are advised to attend pre-bid meeting specified in the Data Sheet.
- 2.4 MMRCL will timely provide at no cost to the Consultants, the inputs, relevant project data and reports required for the preparation of the Consultants Proposal as specified in the Data Sheet.
- 2.5 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, subsequent contract negotiations and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

## **3. Conflict of Interest**

- 3.1 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.2 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
- 3.3 Conflict between consulting activities and procurement of goods, works or non-consulting services: A firm that has been engaged by MMRCL to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- 3.4 Conflict among consulting assignments: A Consultant (including its Personnel) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the

privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. The hired Consultant for the present assignment shall not work with any other firm or developer or agency on the same assignment nor would advise on such matters to any other firm except MMRCL

- 3.5 Relationship with the client's staff: A Consultant (including its Professionals) that has a business or family relationship with a member of MMRCL's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MMRCL throughout the selection process and the execution of the Contract.
- 3.6 No agency or current employees of MMRCL shall work as Consultants under their own departments. Recruiting former employees of MMRCL and Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as a professional in their technical proposal, such professional must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to MMRCL by the Consultant as part of his technical proposal.

#### **4. Unfair Competitive Advantage**

If a Consultant could derive a competitive advantage from MMRCL after having provided consulting services related to the assignment in question, MMRCL shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

#### **5. Corrupt and Fraudulent Practices**

5.1 The Consultant's personnel observe the highest standard of ethics during the selection and execution of such contracts and must not indulge in any corrupt /fraudulent practice defined here under:

- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything likely to influence improperly the actions of another party<sup>1</sup>
- b) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to likely mislead, a party to obtain financial or other benefit or to avoid an obligation;
- c) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

<sup>1</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes employees of other organisations taking or reviewing selection decisions.

<sup>2</sup> "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>3</sup> "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

<sup>4</sup> “Party” refers to a participant in the selection process or contract execution.

e) “obstructive practice” is; Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators to materially impede a MMRCL investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

5.2 MMRCL will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

5.3 Consultants, personnel shall not be under a declaration of ineligibility for aforesaid (Para 5.1) corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

## **6. Eligibility Criteria**

The eligibility criteria for the firm are detailed out in the Data Sheet.

## **7. Award of Contract**

7.1 Evaluation of Bids will be based on Quality-cum-Cost-Based Selection (QCBS)

7.2 Financial proposal shall be opened and combined technical and financial score shall be determined. Firm having the highest combined technical and financial score will be awarded the package after negotiations.

## **8. Only One Proposal**

8.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

8.2 Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, each of the proposals or Consultants shall be disqualified.

8.3 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

## **9. Proposal Submission**

9.1 The intending bidders must be registered on e-tendering portal of MMRCL [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL). Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on ‘online tendering process’. After registration, the bidder will get user id and password. On login, bidder can participate in tendering process and can witness various activities of the process.

9.2 Details of the e-tender process are described in this document section.

9.3 Tender submissions will be made online after uploading the mandatory scanned documents. Bid shall be submitted online on the e-tendering portal in ‘three electronic envelopes system’ within prescribed schedule.

9.3.1 e-Envelope ‘A’ (Cost of Tender Document): Consultant should generate, and upload scanned copies of Receipt for Cost of Tender Document.

9.3.2 e-Envelope ‘B’ (Technical bid): Consultant shall upload scanned copies of Technical Document as per the requirements of the Tender Documents.

9.3.3 e-Envelope ‘C’ (Financial bid): Consultant shall quote his financial offer in the Financial Proposal at the prescribed space in e-Envelope “C”.

- 9.4 Under “Price Bid- Covering Letter” Upload the digitally signed copy of the Quotation on Company’s Letter head under the template “Price Bid- Covering Letter”. Consultant shall upload signed and stamped scanned copy of Financial Proposal.
- 9.5 Payment Procedure for Cost of Tender Document: Tender document and supporting documents can be downloaded for reference purpose from the e-Tendering Portal of MMRCL during the period mentioned in the tender notice. Interested Consultants have to make online payment using online payment gateway during bid preparation i.e. Debit Card/Credit Card/Net-Banking. Fee receipt can be system generated during bid preparation by the Consultant.
- 9.6 Submission of Tenders shall be closed on e-tendering portal of MMRCL on the date & time of submission prescribed in Data Sheet after which no tender shall be accepted. It shall be the responsibility of the Consultant / bidder to ensure that his tender is submitted online on e-tendering portal of MMRCL before the deadline of submission. MMRCL will not in any way be responsible for non-receipt of tender documents due to any delay and/or loss etc.

## **10. Proposal Validity**

- 10.1 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period of 6 months from the date of opening of the financial bid of the tender, Consultants shall maintain the availability of Professional staff nominated in the Proposal. MMRCL will make its best effort to complete negotiations within this period.
- 10.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Professionals, the proposed rates and the total price.

## **11. Extension of Validity Period**

- 11.1 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all bidders who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.
- 11.2 If the bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Professionals.
- 11.3 The bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

## **12. Sub-Contracting**

The Consultant shall not sub-contract any Key Personnel. However, they are free to add other external experts who are not on the rolls as per requirement.

## **13. Clarification and Amendment of RFP Documents**

- 13.1 The bidder may request a clarification of any part of the RFP during the pre-bid meeting. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means to all bidders. If the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all bidders and will be binding on them. The bidders shall acknowledge receipt of all amendments in writing.
  - b) If the amendment is substantial, the Client may extend the proposal submission deadline to give the bidders reasonable time to take an amendment into account in their Proposals.

13.2 The bidder may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### **14. Preparation of Proposals - Specific Considerations**

While preparing the Proposal, the bidder must give particular attention to the following:

- a) The Client may indicate in the Data Sheet the estimated Key Professional's time input (expressed in man-month). This estimate is indicative, and the Proposal shall be based on the bidder's own estimates for the same.
- b) Proposed Professional staff must have at least the experience indicated in the Data Sheet, preferably under conditions like those prevailing in the country of the assignment.
- c) Bidder shall not propose alternative Key Professionals. Only one CV shall be submitted for each Key Professional position. CVs should be signed by the concerned key professionals and countersigned by the bidder. Failure to comply with this requirement will make the Proposal non-responsive.
- d) It is desirable that the majority of the key professional staff proposed be the permanent employees of the firm or have an extended and stable working relation with it.

#### **15. Language**

Documents to be issued by the Consultants as part of this assignment must be in the English language. It is desirable that the firm's personnel have a working knowledge of the Client's national/local language.

#### **16. Technical Proposal Format and Content**

16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive and rejected.

16.2 Bidders are required to submit a Full Technical Proposal. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 4).

- a) A brief description of the Bidders' organisation and an outline of recent experience on assignments under Technical experience criteria of the firm are required in Form TECH-2. For each assignment, the outline should indicate the names of Professional Key staff participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by MMRCL. Supporting documents eg. Copy of Contract/work orders indicating the details of previous assignment, client etc. along with client certificates should be submitted. In case the firm has done assignments on non-disclosure agreements, the Competent Authority of the consulting firm shall self-certify accordingly.
- b) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks along with CVs (Form TECH-3 & TECH-4)



- c) In case of fulltime employee proposed as key professional, CV should be signed by authorised signatory of the firm and key professional. Scanned copies of CVs signed by the respective personnel will be accepted. In case of a person not an employee of the bidding firm, an undertaking from the person stating his/her acceptance to work on behalf of the bidding firm for this assignment should be submitted. Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the previous years as given in the Data sheet.
- d) A description of the approach, methodology work plan and transfer of knowledge and training for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-5 of Section 3. Estimates of the total staff input needed to carry out the assignment (Form TECH-6 of Section 4) supported by bar chart diagrams showing the time proposed for each professional staff team member. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.

**Note:** MMRCL may verify experience of key personnel/expert with previous employer.

- g) A detailed description of the proposed methodology and staffing

## **17. Financial Proposals**

- 17.1 The Financial proposal should be a Lump-sum proposal including GST and shall be prepared using the attached Forms (Form FIN 1, 2) specified in Section 4.
- 17.2 The Financial proposal should be submitted clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative.
- 17.3 The Financial Proposal shall take into account all expenses associated with the assignment. These shall normally cover remuneration for all the Key Professionals, Support Professionals, Support Staff, accommodation, air fare/ train fare, communication costs, local transportation costs, equipment, printing of documents, surveys/ investigations (except Geotechnical Investigation\*), etc. The rates for individual Key Professional & total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

## **18. Taxes, Currency of Proposal & Payment**

- 18.1 The Financial Proposal shall take into account all the tax liabilities including GST. Further, all payments shall be subject to deduction of statutory taxes, cess, etc. as per applicable laws.
- 18.2 The bidder shall express the price for its Services in the Indian Rupees (INR) only, no foreign currency fluctuation will be paid.
- 18.3 Payment under the Contract shall be made in the INR only.
- 18.4 Payments shall be made based on the deliverables as mentioned in the Payment Schedule in Section 3: Terms of Reference (TOR).
- 18.5 Changes in Tax rates: Payment shall be made as per current applicable rate of GST.

## **19. Submission, Sealing, and Marking of Proposals**

- 19.1 Tender submissions will be made online after uploading the mandatory scanned documents. Bid shall be submitted online on the e-tendering portal in 'three electronic envelopes system' within prescribed schedule.

- 19.2 The bidder shall submit their tender on-line on e-tendering website [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL). It shall be the responsibility of the Consultant / bidder to ensure that his tender is submitted on e-tendering website of MMRCL before the deadline of submission prescribed in Data Sheet.
- 19.3 'Tender Document Fee' after due date and time shall not be accepted and online tenders of such bidders shall be rejected summarily.
- 19.4 MMRCL will not be responsible for delay, loss or non-receipt of 'Tender Document Fee'.
- 19.5 MMRCL may, at their discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **20. Confidentiality**

- 20.1 From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the Contract award.
- 20.2 Any attempt by bidder or anyone on behalf of the bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 20.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award, if a bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

## **21. Opening of Technical Proposals**

- 21.1 The Client's evaluation/Tender opening committee shall conduct the opening of the Technical Proposals in the presence of the bidders' authorised representatives who choose to attend (in person through Microsoft teams). The opening date, time are stated in the Data Sheet. Bidders have to submit their interest to attend the technical bid opening at least a day before date of opening of Technical Bid. The link shall be shared with the interested bidders. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 24 of the ITC.
- 21.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of both members; (ii) any other information deemed appropriate or as indicated in the Data Sheet.

## **22. Proposal Evaluation**

- 22.1 Subject to provision of Clause 16.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 22.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 11.3 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **23. Evaluation of Technical Proposals**

- 23.1 Prior to evaluation of Proposals MMRCL's appointed authority/Evaluation Committee will determine whether each proposal is responsive to the requirements of the RFP. MMRCL may, at

its sole discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if;

- a) The technical proposal is received in the form specified Section-4 of RFP.
- b) It is received by the due date including any extension thereof pursuant to Clause 10 of ITC
- c) It is signed and submitted as stipulated in Clause 16 of ITC.
- d) It is accompanied by a valid Power of Attorney pursuant to ITC.
- e) It contains all the information (complete in all respect) as required in RFP.
- f) It does not contain any condition

23.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet under QCBS. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

23.3 In course of evaluation of technical proposals, Consultant shall be called for Presentation on understanding of project in front of MMRCL Technical Evaluation Committee. The presentation should be attended by Firms authorised representative and at least one of the Proposed Key Professional. Date and time for Presentation will be informed separately.

23.4 MMRCL shall not be required to provide any explanation or justification in respect of technical evaluation of proposal. The decision of evaluation committee will be final and will be binding on all prospective bidders.

## **24. Public Opening and Evaluation of Financial Proposals**

### **QCBS (For Quality and Cost Based Selection) (80:20)**

24.1 After the technical evaluation is completed MMRCL shall notify in writing to bidders that have secured the minimum qualifying score, the date, time and link for Microsoft Teams for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional.

24.2 Those bidders who failed to qualify at the Technical Qualification stage, shall be informed the technical scores and shall be notified the minimum qualifying score and considered non-responsive to the RFP and TOR. Their Financial Proposals will be returned unopened after completing the selection process.

24.3 Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the technical scores shall be read aloud. The Financial Proposal of the bidders who meet the minimum qualifying score will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

24.4 In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails.

24.5 In addition to the above, as indicated under para. 24.4, activities and items described in the Technical Proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities.

24.6 In the case of QCBS, the total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions in the Data Sheet also as detailed under para 24.7.

24.7 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T +$

Sf x P. The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **25. Negotiations & Award**

Negotiations will be held at the address indicated in the Data Sheet with regard to the weaknesses if any in the selected proposal. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in MMRCL proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.

## **26. Technical Negotiations**

- 26.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, & Knowledge transfer and training and any suggestions made by the Consultant to improve the Terms of Reference. MMRCL and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from MMRCL to ensure satisfactory implementation of the assignment. MMRCL shall prepare minutes of negotiations which will be signed by MMRCL and the Consultant.
- 26.2 MMRCL may negotiate a Contract based on the Professional staff named in the Proposal. Before contract negotiations, MMRCL will require assurances that the Professional staff will be available. MMRCL will not consider substitutions during contract negotiations. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, this shall result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked bidder.

## **27. Availability of Key Professional staff/experts**

- 27.1 If it is established that any of the Key Professionals is included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation with respect to Clause 5 of this ITC.
- 27.2 Replacements of Key Personnel is not desirable, and Consultants shall refrain from doing so in any circumstances except death and medical incapacitation. If Key Personnel or replacements of equal or better qualifications are not deployed, it will be considered as non-deployment of key personnel and no payment shall be admissible.
- 27.3 The Consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of ₹ 25,000/- will also be levied if the Consultant changes the Key Personnel proposed without valid reasons or without prior information to the client.

## **28. Financial Negotiations**

Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals’ remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

## **29. Conclusion of the Negotiations**

Negotiations will conclude with a review of the draft Contract. To complete negotiations MMRCL and the Consultant will initial the agreed Contract. If negotiations fail, MMRCL will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

## **30. Award of Contract**

30.1 After completing negotiations, MMRCL shall award the Contract to the selected Consultant.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet or such other date as may be mutually agreed.

30.3 If the Consultant fails to either sign the Agreement as specified in Clause 30.1 or commence the assignment as specified in Clause 30.2, the Authority may invite the bidder whose proposal received the second highest score to negotiate a Contract.

## B. DATA SHEET

Sr. No.	ITC Clause Reference	Particulars
1	2.1	Name of the Client: <b>Mumbai Metro Rail Corporation Ltd. (MMRCL)</b> Method of selection: <b>Quality and Cost Based Selection (QCBS)</b> .
2	2.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b> Name of the assignment is: <b>“Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3”</b>
3	6 a	<p><b>Eligibility Criteria for the firm:</b></p> <p><b>1. GENERAL CONDITIONS:</b></p> <p>Consultancy firm can form a Consortium/joint venture of not more than two firms with one of the firms as “Lead Member”. The following criteria should be fulfilled by the Consultant</p> <ol style="list-style-type: none"> <li>1. Minimum 10 years’ experience in consultancy services for Lead Member and minimum 5 years’ experience in consultancy services for Second Member.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>i. JV/ Consortium of not more than 2 individual firms shall be allowed and one of the members should be lead Partner. Each of the members of Consortium/JV should be a professional Firm/Company/LLP having a minimum of five years of continuous existence. <ol style="list-style-type: none"> <li>a. Lead firm should meet the eligibility criteria as per ITC Clause 6 specifying eligible assignments considered under experience of the firm.</li> <li>b. Team Leader proposed in Technical Proposal should be from Lead partner of the JV. At least 2 out of the 4 proposed Key Professionals should be employee of the lead company, and 1 out of 4 proposed Key Professionals should be employee of the non-lead company.</li> </ol> </li> <li>ii. In case of a Consortium or JV, all of the eligibility criteria may be met cumulatively by the Consortium or JV.</li> <li>iii. The firms/JV fulfilling the above eligibility criteria will be considered for further evaluation of their proposals.</li> <li>iv. For this purpose, sub-Consultants’ experience shall not be included.</li> <li>v. Any Consultant/JV claiming experiences of their parent/sister company shall have participation of at least 30% of key man-months inputs of the international firm whose experience is quoted in technical proposal. Such deployment of expat staff to be recorded and submitted to MMRCL every quarter for approval. Otherwise, the experience of the international firm will not be considered in the evaluation.</li> <li>vi. Proof of Consultant’s Experience in the form of signed &amp; stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer. If work order or contract agreement is being submitted; CA certificate, receipts against invoices raised or equivalent proof that the assignment has been completed must be submitted.</li> </ol> <p>(Necessary supporting documents to be submitted as mentioned in TECH 10)</p>

Sr. No.	ITC Clause Reference	Particulars
		<p><b>2. <u>TURNOVER CRITERIA</u></b></p> <p><b>Minimum Average Annual turnover of INR 25 Cr. for at least 3 Financial Years (FY) in the last 5 FY (FY 2016-17, 2017-18, 2018-19, 19-20, 20-21).</b></p> <p>(Please refer TECH 8: Annual Turnover Certificate, Section 4: Bidding Forms for submission to fulfil above turnover criteria.)</p> <p><b>3. <u>CRITERIA FOR TECHNICAL EXPERIENCE OF FIRMS (Submission through TECH-2):</u></b></p> <p>The bidder must fulfil project experience undertaken as below:</p> <ol style="list-style-type: none"> <li>1. Minimum 5 commercial / revenue maximisation / transaction advisory assignments for <b>non-fare revenue completed in transport sector</b> in India.</li> <li>2. Out of the aforementioned projects, minimum 1 commercial / revenue maximisation / transaction advisory assignments for <b>non-fare revenue completed in metro sector</b> in India with at least <b>10 stations</b>.</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>i. All assignments shall be supported by a valid client completion/ appreciation certificate as stated in Form TECH-2. In the absence of such documentary proof, the assignment shall not be considered eligible for evaluation. The above information shall be submitted as part of Technical Proposal (e-envelope B-Form TECH-2)</li> <li>ii. Evaluation of Technical Experience Criteria is mentioned at ITC 23.2.</li> <li>iii. Eligible Assignments should be within the last 10 from the date of Bid submission deadline.</li> <li>iv. Transport sector means road, rail, metro, bus, aviation, port and inland transport</li> <li>v. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, high speed rail, RRTS, etc. However, NFBR / secondary revenue sources (mandatorily including advertising OR in-station retail) should be a sizeable portion of the scope of assignment. Exclusively real estate assignments including land &amp; air rights monetization shall not be considered as eligible projects.</li> <li>vi. Eligible metro assignments may include those completed for Metro Authorities including State and Central Government entities or private entities including PPP concessionaires.</li> <li>vii. Eligible transport and metro assignments will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment.</li> <li>viii. For the ongoing projects being quoted, projects should be 80% completed. Ongoing Work Certificate from Client stating that 80% of the work has been completed should be submitted or Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 80% completed must be submitted.</li> </ol>

Sr. No.	ITC Clause Reference	Particulars																				
4	16	<p><b>1. <u>Criteria for Key professionals:</u></b></p> <p>The estimated number of man-months for key professional is 34 <i>man-months</i>. The Key professionals should be supported by adequate number of support professionals.</p> <table border="1" data-bbox="451 416 1433 696"> <thead> <tr> <th>Key Professionals</th> <th>Man-months</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>6</td> </tr> <tr> <td>Transit Media &amp; Transit Retail Specialist</td> <td>8</td> </tr> <tr> <td>Commercial Revenue &amp; Contracts Specialist</td> <td>12</td> </tr> <tr> <td>Urban Designer / Transport Planner / Engineer</td> <td>8</td> </tr> <tr> <td><b>Total man-months</b></td> <td><b>34</b></td> </tr> </tbody> </table> <p>The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Professionals whose experience is briefly described herein would be considered for evaluation. The CVs of the Key Professionals should highlight the relevant experience to be considered for the eligibility and evaluation.</p> <ul style="list-style-type: none"> <li>• General Conditions to be fulfilled by Key Staff: <ol style="list-style-type: none"> <li>1. Age of the key professionals should not be greater than 60 years.</li> <li>2. At least 2 out of the 4 proposed Key Professionals should be employee of the lead company, and 1 out of 4 proposed Key Professionals should be employee of the non-lead company</li> <li>3. Team Leader should be from the Lead Member in case of JV/Consortium</li> <li>4. Each CVs of key professionals should be signed by authorised signatory and key professional.</li> </ol> </li> <li>• The details of qualifications and technical experience for each Key Professional are given below:</li> </ul> <table border="1" data-bbox="440 1312 1466 1968"> <thead> <tr> <th>Personnel</th> <th>Qualification</th> <th>Eligibility Assignment</th> <th>Minimum Experience</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>MBA/PGDM from Tier 1 institute / university</td> <td> <p>a. Should have completed minimum 3 commercial/ revenue maximisation / transaction advisory assignments for non-fare revenue in transport sector in India as Team Leader (not including metro rail)</p> <p>Should have completed/ ongoing minimum 1 commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Team Leader.</p> </td> <td>15 years</td> </tr> </tbody> </table>	Key Professionals	Man-months	Team Leader	6	Transit Media & Transit Retail Specialist	8	Commercial Revenue & Contracts Specialist	12	Urban Designer / Transport Planner / Engineer	8	<b>Total man-months</b>	<b>34</b>	Personnel	Qualification	Eligibility Assignment	Minimum Experience	Team Leader	MBA/PGDM from Tier 1 institute / university	<p>a. Should have completed minimum 3 commercial/ revenue maximisation / transaction advisory assignments for non-fare revenue in transport sector in India as Team Leader (not including metro rail)</p> <p>Should have completed/ ongoing minimum 1 commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Team Leader.</p>	15 years
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Sr. No.	ITC Clause Reference	Particulars		
		Transit Media & Transit Retail Specialist	MBA/PGDM from Tier 1 institute / university	<p>Should have completed minimum 3 commercial/ revenue maximisation/ transaction advisory assignments for non-fare revenue in transport sector in India (not including metro rail)</p> <p>Should have completed/ ongoing minimum 1 commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India.</p> <p>12 years</p>
		Commercial Revenue & Contracts Specialist	MBA/PGDM from Tier 1 institute / university	<p>Should have completed minimum 3 commercial/ revenue maximisation/ transaction advisory assignments for non-fare revenue in transport sector in India (not including metro rail)</p> <p>Should have completed/ ongoing minimum 1 commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India.</p> <p>12 years</p>
		Urban Designer / Transport Planner / Engineer	Post Grad in Urban Design/Transportation Planning/Transportation Engineering from Tier 1 institute	<p>Should have completed minimum 3 urban design / transport design/ urban planning assignments in India.</p> <p>Should have completed/ ongoing minimum 1 commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India.</p> <p>10 years</p>
<p>In addition to the above list of Key Professionals, the bidder is required to deploy Support Professional of about 5 years' experience, having expertise of:</p> <ol style="list-style-type: none"> <li>1. Commercial Expert Jr.</li> <li>2. Transport Engineer</li> <li>3. Architect Jr.</li> </ol> <p>Other Sub-ordinate Staff for drafting, clerical work, etc. to be deployed as required.</p>				

Sr. No.	ITC Clause Reference	Particulars																		
		<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>a. Evaluation of Key Professionals is mentioned at ITC 23.2.</li> <li>b. The requirement of Key expertise given above is must. The Consultant may include any expert and adjust the man months associated with the key personnel; however, the overall man-months for the project shall not be changed while preparing their financial proposal. The proposed team should be available in Mumbai for the duration assigned to them.</li> <li>c. Eligible transport assignments shall include only 100% completed projects and will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment.</li> <li>d. For the ongoing projects being quoted, projects should be 80% completed. Ongoing Work Certificate from Client stating that 80% of the work has been completed should be submitted or Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 80% completed must be submitted.</li> <li>e. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, high speed rail, RRTS, etc. However, NFBR / secondary revenue sources (mandatorily including advertising OR in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land &amp; air rights monetization shall not be considered as eligible projects.</li> <li>f. Eligible metro assignments may include those completed for Metro Authorities including State and Central Government entities or private entities including PPP concessionaires.</li> </ul>																		
5	23.2	<p>Evaluation system: <b>QCBS</b> (Quality &amp; Cost Based Selection) - 80:20 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: center;"><b>1. <u>EVALUATION UNDER TECHNICAL EXPERIENCE OF FIRMS</u> (Submission through TECH-2)</b></p> <p>Provided that all eligible assignments claimed by the applicant have been substantiated by a completion certificate provided by the employer.</p> <table border="1" data-bbox="443 1480 1465 1951"> <thead> <tr> <th data-bbox="443 1480 517 1559">Sr. No.</th> <th data-bbox="517 1480 1321 1559">Criteria</th> <th data-bbox="1321 1480 1465 1559">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1559 517 1675">1</td> <td data-bbox="517 1559 1321 1675">Experience in Non-fare Revenue estimation / maximisation projects in <b>transport sector</b> in India or overseas Projects (excluding metro rail projects)</td> <td data-bbox="1321 1559 1465 1675" style="text-align: center;"><b>10</b></td> </tr> <tr> <td data-bbox="443 1675 517 1753">2</td> <td data-bbox="517 1675 1321 1753">Experience in NFBR Revenue maximisation project in <b>metro railway</b> network in India and /or overseas – <b>number of projects</b></td> <td data-bbox="1321 1675 1465 1753" style="text-align: center;"><b>12</b></td> </tr> <tr> <td data-bbox="443 1753 517 1832">3</td> <td data-bbox="517 1753 1321 1832">Experience in NFBR Revenue maximisation project in <b>metro railway</b> network in India or overseas – <b>number of Stations</b></td> <td data-bbox="1321 1753 1465 1832" style="text-align: center;"><b>6</b></td> </tr> <tr> <td data-bbox="443 1832 517 1910">4</td> <td data-bbox="517 1832 1321 1910">Additional marks for metro rail NFBR Revenue maximisation project in Mumbai Metropolitan Region</td> <td data-bbox="1321 1832 1465 1910" style="text-align: center;"><b>2</b></td> </tr> <tr> <td data-bbox="443 1910 517 1951"></td> <td data-bbox="517 1910 1321 1951"><b>TOTAL points for Criterion (1)</b></td> <td data-bbox="1321 1910 1465 1951" style="text-align: center;"><b>30</b></td> </tr> </tbody> </table> <p><b><u>Marking for the above is as per following for (Criteria 1):</u></b></p>	Sr. No.	Criteria	Points	1	Experience in Non-fare Revenue estimation / maximisation projects in <b>transport sector</b> in India or overseas Projects (excluding metro rail projects)	<b>10</b>	2	Experience in NFBR Revenue maximisation project in <b>metro railway</b> network in India and /or overseas – <b>number of projects</b>	<b>12</b>	3	Experience in NFBR Revenue maximisation project in <b>metro railway</b> network in India or overseas – <b>number of Stations</b>	<b>6</b>	4	Additional marks for metro rail NFBR Revenue maximisation project in Mumbai Metropolitan Region	<b>2</b>		<b>TOTAL points for Criterion (1)</b>	<b>30</b>
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Sr. No.	ITC Clause Reference	Particulars																																							
		<p>5-7 no. of qualifying projects: 70% of max points                      8-10 nos. of qualifying projects: 85% of max points                      more than 10 qualifying projects: 100% of max points</p> <p><b><u>Marking for the above is as per following for (Criteria 2):</u></b></p> <p>1-3 no. of qualifying projects: 70% of max points                      4-6 nos. of qualifying projects: 85% of max points                      More than 6 qualifying projects: 100% of max points</p> <p><b><u>Marking for the above is as per following for (Criteria 3):</u></b></p> <p>10-25 stations: 70% of max points                      26-50 stations: 85% of max points                      more than 50 stations: 100% of max points</p> <p><b><u>Marking for the above is as per following for (Criteria 4):</u></b></p> <p>1 project: 70% of max points                      2 projects: 85% of max points                      3 projects: 100% of max points</p> <p>Note: Evaluation under ITC Clause 6 would be done based on the number and quality of the assignments completed undertaken within the last 10 years of the Bid submission deadline.</p> <p style="text-align: center;"><b>2. <u>EVALUATION UNDER CRITERIA FOR KEY PROFESSIONALS</u> (Submission through TECH-3 &amp; 4):</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Key Professional</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Team Leader</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Transit Media &amp; Transit Retail Specialist</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Commercial Revenue &amp; Contracts Specialist</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Urban Designer /Transport Planner / Engineer</td> <td style="text-align: center;">8</td> </tr> <tr> <td colspan="2"><b>Total points for criterion (2)</b></td> <td style="text-align: center;"><b>40</b></td> </tr> </tbody> </table> <p>Evaluation criteria and structure for Key Personnel/ Professionals against assigned marks are as below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Criteria</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Education Qualification</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">2</td> <td>General Experience</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Specific Experience</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Innovative Initiatives</td> <td style="text-align: center;">5%</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Local Experience</td> <td style="text-align: center;">5%</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td style="text-align: center;"><b>100%</b></td> </tr> </tbody> </table> <p>The support professionals/staff deployment will be as per Consultant's discretions. Particulars should be indicated in the prescribed format.</p>	Sr. No.	Key Professional	Points	1	Team Leader	12	2	Transit Media & Transit Retail Specialist	10	3	Commercial Revenue & Contracts Specialist	10	4	Urban Designer /Transport Planner / Engineer	8	<b>Total points for criterion (2)</b>		<b>40</b>	Sr. No.	Criteria	Points	1	Education Qualification	20%	2	General Experience	30%	3	Specific Experience	40%	4	Innovative Initiatives	5%	5	Local Experience	5%		<b>Total</b>	<b>100%</b>
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		<p align="center"><b>3. <u>ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE</u> (Submission through TECH-5, 6, 7):</b></p> <table border="1" data-bbox="443 461 1465 739"> <thead> <tr> <th>Sr. No.</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Understanding scope of services</td> <td>5</td> </tr> <tr> <td>2</td> <td>Approach &amp; Methodology</td> <td>10</td> </tr> <tr> <td>3</td> <td>Innovative NFBR initiatives in a similar project</td> <td>10</td> </tr> <tr> <td>4</td> <td>Staffing &amp; work plan</td> <td>5</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>30</b></td> </tr> </tbody> </table> <p>Above scoring will be done basis the technical proposal submission and the presentation to be made to the tender evaluation committee (copy of the presentation to be submitted along with the technical proposal). Refer Clause 23.3 of ITC. (Soft copy of the presentation to be enclosed in e-envelope B TECH 5. Firms shall be called for presentation during the evaluation process)</p> <p><b><u>NOTE:</u></b> <b><u>For qualifying score under technical proposal, a bidder has to score at least 70 % in each category and 70% in total.</u></b></p>	Sr. No.	Description	Points	1	Understanding scope of services	5	2	Approach & Methodology	10	3	Innovative NFBR initiatives in a similar project	10	4	Staffing & work plan	5		<b>Total</b>	<b>30</b>														
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Sr. No.	ITC Clause Reference	Particulars	
		FIN-2 (PDF)	Breakdown of Staff man-month cost
			Financial Proposal (Excel)
7	10.0	Proposals must remain valid for <b>180 days</b> after the proposal submission date.	
8	24.6	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores is the following:  <math>Sf = 100 \times Fm / F</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  T = 0.8 (80%) and F = 0.2 (20%)</p>	
9	25	<p>Expected date and address for contract negotiations: Date of negotiation meeting will be intimated later.</p> <p>Address: MMRCL Office, Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400051.</p>	

## **SECTION 3: TERMS OF REFERENCE (TOR)**

### **A. Detailed Scope of Services**

#### **A. Objective of the Consultancy Assignment**

The Consultant shall prepare NFBR feasibility report, finalise the tender documents and assist MMRCL in the bidding process to select suitable agencies for the identified NFBR heads, followed by onboarding of these agencies.

#### **B. Scope of Services**

NFBR sources to be pursued:

1. Station Semi-Naming Rights - subsequent phases
2. Advertisement
3. In-tunnel Advertising
4. Retail
5. Telecom Services
6. Optic Fibre Cables
7. Direct Access - new proposals and programme management of existing & new proposals
8. Others

For “Others” revenue sources, the Consultant is expected to explore innovative avenues and devise a strategy and implementation plan to monetize the same.

Under each of the above NFBR sources, the following activities need to be pursued:

1. Feasibility Study
  - a. Benchmarking with other metro and transit networks in India and overseas
  - b. Review of station layouts
  - c. Review of relevant regulations
2. Tender Structuring
  - a. Considering best practices being followed in India and globally propose appropriate tender and contract structuring for all identified NFBR sources
  - b. Value estimation of all NFBR sources
  - c. Prepare an action plan and tender publishing schedule
3. Draft tender documents
4. Bid process management leading to the submission of bid evaluation report
  - a. Prepare bid notice and assist MMRCL with publishing of the RFP
  - b. Compile queries received for each bid & prepare response to queries for MMRCL approval
  - c. Assist MMRCL with conducting pre-bid meeting
  - d. Prepare addenda as required for the RFPs
  - e. Assist MMRCL with the evaluation of the bids received and prepare a bid evaluation report with recommendations up to award of tender
5. Supporting MMRCL with the issue of LOAs and signing of the agreement
6. Onboarding support by reviewing the implementation plans submitted by the licensee to MMRCL for approval

Specifically for Direct Access, the following activities need to be pursued:

1. MMRCL is in the process of providing Direct Access from its stations to select properties in the vicinity for which their developers had expressed interest.
2. The Consultant to liaise with the developer to take the process forward leading to the signing of the Joint Development Agreement

### C. Assignment Governance:

- Executive Director (Planning), MMRCL will oversee the assignment.
- Monthly review meetings will be scheduled for which all Key Professionals should be present.
- In addition to the review meetings, regular meetings and discussions with Planning Team, MMRCL and other concerned Officials will be undertaken on an ongoing basis.

### D. Completion of Services

All the assignment outputs including primary and secondary data shall be compiled, classified, documented and submitted by the Consultant to MMRCL in soft and hard copy form apart from the reports indicated in the Deliverables. The assignment outputs shall remain the property of the MMRCL and shall not be used for any purpose other than that intended under these TOR without the written permission.

## B. Deliverables and Payment Schedule

### Payment Schedule:

- T = Start date
- 'X' m = Number of months
- (Submission Timeline)
- [Stage-wise Total]

Payment Milestone	Station Naming Rights	Direct Access Program Mgmt.	Advt.	Retail	Telecom Towers	Optic Fibre Cables	In-tunnel Advertising	Others	Total
Inception Report	10% (T + 0.5 m)								[10%]
Feasibility & Bid Structuring Report	2% (T + 1 m)	1% (T + 1.5 m)	3% (T + 2 m)	3% (T + 2.5 m)	2% (T + 3 m)	1% (T + 3.5 m)	0.5% (T + 4 m)	0.5% (T + 4 m)	[13%]
Publishing of RFP	2% (T + 2 m)	2% (T + 2.5 m)	3% (T + 4 m)	3% (T + 3.5 m)	2% (T + 4 m)	2% (T + 4.5 m)	0.5% (T + 5 m)	0.5% (T + 5 m)	[15%]
Bid Evaluation Report	4% (T + 4.5 m)	2% (T + 5 m)	6% (T + 5.5 m)	6% (T + 6 m)	4% (T + 6.5 m)	2% (T + 7 m)	1% (T + 7.5 m)	1% (T + 7.5 m)	[26%]
Signing of Agreement	2% (T + 6 m)	1% (T + 6.5 m)	4% (T + 7 m)	4% (T + 7.5 m)	2% (T + 8 m)	1% (T + 8.5 m)	1% (T + 9 m)	1% (T + 9 m)	[16%]
Onboarding For Phase 1	2% (T + 9 m)	1% (T + 9.5 m)	2% (T + 10 m)	2% (T + 10.5 m)	1% (T + 11 m)	1% (T + 11.5 m)	0.5% (T + 12 m)	0.5% (T + 12 m)	[10%]
Onboarding For Phase 2	2% (T + 15 m)	1% (T + 15.5 m)	2% (T + 16 m)	2% (T + 16.5 m)	1% (T + 17 m)	1% (T + 17.5 m)	0.5% (T + 18 m)	0.5% (T + 18 m)	[10%]
<b>Total</b>	[14%]	[8%]	[20%]	[20%]	[12%]	[8%]	[4%]	[4%]	100%

**Success Fee:**

To incentivize the Consultant to maximize revenue generated through identified revenue sources, a Success Fee will be awarded to the Consultant.

- A one-time Success Fee amounting to 1% of the 1st two years equivalent license fee (for the two-year lock-in period which is confirmed) received through all NFBR sources shall be payable provided that the total two-year equivalent license fees exceed ₹ 100 Cr. (exclusive of taxes) for all NFBR sources and shall be applied only on the amount in excess of ₹ 100 Cr. (exclusive of taxes).

**Note:**

1. Feasibility will apply to programme management workstreams as well.
2. Instead of RFP, MMRCL may choose to go with tariff-based policy or through nomination in some cases, for which RFP will be replaced by appropriate documentation.
3. In some cases, bid evaluation report may be replaced by application evaluation for policy or nomination-based selection.
4. If “Others” revenue stream includes more than one revenue stream, proportionate payment will be done for each step as given in the above table.
5. Onboarding phase 1 applies to Aarey-BKC stretch.
6. Onboarding phase 2 applies to South end of BKC-Cuffe Parade stretch.
7. Onboarding includes:
  - i. Coordinating utilities and space requirements between the Concessionaire and MMRCL Planning, Project and Systems teams for each station; including station visits, meetings with relevant officials & assist in drafting related correspondence/reports/MoM, etc.
  - ii. Review media / retail /systems layout plans submitted by the Concessionaire for approval by all MMRCL departments.



## SECTION 4: Bidding Forms

### A. Form TECH 1: Technical Proposal Submission Form (e-Envelope 'B')

Mr R. Ramana  
Executive Director (Planning)  
MMRCL, 2<sup>nd</sup> floor, Hallmark Plaza, Sant Dnyaneshwar Nagar,  
Bandra (East), Mumbai-400 051

#### **Sub: Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3**

Dear Sir,

We, the undersigned, offer to provide the consulting services for "Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3" in accordance with your Request for Proposals dated [Insert Date].

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet,
- (c) We have no conflict of interest in accordance with ITC 3.  
We confirm our understanding of our obligation to abide in this regard to corrupt and fraudulent practices as per ITC 5.
- (d) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts shall not be proposed as stated in ITC Clause 10 and ITC Clause 27 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorised Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

## B. Form TECH 2: Technical Experience of Firm (e-Envelope 'B')

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under Clause 6 in section 2 ITC]

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (months):
Name of Employer and Contact Details:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

1. Proof of Consultant's Experience in the form of valid Completion Certificate/work done certificate from client (issued by an officer not below the rank of Executive Engineer or equivalent of the client) or document establishing at least 90% of total payment done and certified by the auditor or any document that establishes that such assignment has been accepted by the employer. In the absence of such documentary proof, the assignment shall not be considered eligible for evaluation.
2. The above information shall be submitted as part of Technical Proposal (e-envelope B- Form TECH-2)
3. Copy of Contract/work orders indicating the details of completed assignments and previous clients etc

**C. Form TECH-3: Team Composition and Task Assignments  
(e-Envelope 'B')**

Sr No	Proposed Key Professional Staff				
	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1					
2					
N					
Sr No	Proposed Support Professional				
1					
2					
n					

**D. Form TECH-4: Curriculum Vitae (CV) for Proposed Key Professional (e-Envelope ‘B’)**

**1. Proposed Position** [*only one candidate shall be nominated for each position*]:

\_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]:

\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]:

\_\_\_\_\_

**4. Years with the Firm:**

\_\_\_\_\_

**5. Present Position in the Firm:**

\_\_\_\_\_

**6. Date of Birth:** \_\_\_\_\_ **Nationality:**

\_\_\_\_\_

**7. Education** [*Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

\_\_\_\_\_

**8. Overall Experience (years and months):**

\_\_\_\_\_

**9. Relevant Experience as per employment record (years and months):**

**10. Membership in Professional Societies:** \_\_\_\_\_

**11. Other Training** [*Indicate significant training since degrees under 7 - Education were obtained*]: \_\_\_\_\_

**12. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

**13. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

**14. 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 organisation, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_ Employer: \_\_\_\_\_ Positions held: \_\_\_\_\_

<p><b>15. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>16. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Key Qualifications)</b></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 15.]</i></p> <p>Name of assignment or project: _____ Year: _____ Location: _____ Employer: _____ Main project features: _____</p>
--	---

**17. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: \_\_\_\_\_

*[Signature of staff member] Day/Month/Year*

Full name of staff: \_\_\_\_\_

Date:

*[Signature of authorised representative of the firm] Day/Month/Year*

Full name of authorised representative of the firm: \_\_\_\_\_

Note: CV of each individual (clearly stating tenure of the key personnel working with the current firm) should be signed by the respective staff member along with the date and endorsed by the authorised representative of the firm.

## **E. Form TECH-5: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for performing the assignment (e-Envelope 'B')**

Technical approach, methodology, and work plan are key components of the technical proposal. You are suggested to present your Technical Proposal (05 pages, inclusive of chart and diagrams):

- a) *Understanding of Scope of Services;*
- b) *Approach;*
- c) *Methodology;*
- d) *Work Plan/ Activity Schedule; and deliverables*
- e) *Organisation & Staffing and Staffing Schedule*

b) Understanding of Scope of Services. *In this chapter you should explain your understanding of the objectives of the assignment and scope of services.*

c) Approach. *In this chapter you should explain your approach to the services for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.*

d) Methodology. *In this chapter you should explain your Methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

e) Work Plan/Activity Schedule. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-7.*

f) Organisation & Staffing and Staffing Schedule. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Present the manning schedule for Key Personnel and Support Personnel as per the understanding on the scope of services, approach and methodology. The Staffing Schedule should be consistent with the Staffing Schedule of Form TECH-6.*

g) A Power Point Presentation explaining above proposal. *Bidder shall be called to present the Technical proposal to MMRCL. Bidder to take a note that PPT presented to MMRCL should be the same as submitted here. No change in PPT shall be allowed after bid submission while presenting to MMRCL.*

**F. Form TECH-6: Staffing Schedule (e-Envelope ‘B’)**

	Name of Staff & Position	Staff input in weeks (in the form of a bar chart)												Total weeks input	Total staff-month input
		1	2	3	4	5	6	7	8	9	10	11	12		
<b>Key Professionals</b>															
1															
2															
N															
<b>Sub-total</b>															
<b>Support Professionals</b>															
1															
2															
n															
<b>Sub-total</b>															
<b>Total</b>															

- 1 For Key Professional Staff and Support Professional staff, the input should be indicated individually
- 2 Months are counted from the start of the assignment.

**G. Form TECH-7: Work Schedule/ Activity Schedule (e-Envelope ‘B’)**

**31. Activity Schedule**

No	Activity <sup>1</sup>	Weeks											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



**32. Completion and Submission of Reports/ Deliverables (as per ToR) (e-Envelope 'B')**

<b>Report No.</b>	<b>Description of the Deliverable</b>	<b>Months from effective date of the assignment</b>	<b>No of physical &amp; Soft Copies</b>
1-1			
1-2			
1-3			
1-4			
1-5			
1-6			
1-7			
-			
-			
-			
-			

### H. Form TECH-8: Annual Turnover Certificate

Particulars	Financial Year		
	FY	FY	FY
Gross Annual Turnover Rupees (In Crores with 2 decimal points)			

Annual turnover certificates, Audited Statement of Profit and Loss and Audited Balance sheet along with Audit report for at least 3 financial years in the last 5 financial years to be attached signed and digitally verified by Chartered Accountant.

Name and Address of Chartered Accountant:

UDIN:

*[Note (not to be printed part of Form TECH-8): Annual Turnover Certificates from CA & Audited Statement of Profit and Loss and Audited Balance sheet along with Audit report for at least 3 Financial Years (FY) in the last 5 FY (FY 2016-17, 2017-18, 2018-19, 19-20, 20-21).]*

### I. Form TECH-9: Litigation History

Sr. No	Case Particulars	Date of Filing	Case Outcome / Present Status

## **J. TECH-10 Documents to be uploaded separately**

1. Receipt for Cost of Tender Document
2. Certificate of Incorporation
3. PAN Card
4. GST Registration
5. MSME Registration
6. Partnership Details
7. Undertaking for not Blacklisting
8. Non-Disclosure Agreement
9. Authorised Signatory
10. Unconditional offer and List of Documents

(All above documents to be uploaded together under Form TECH-10)

### K. Checklist for Technical Proposal (e-Envelope ‘B’)

Sr. No	Particulars	Description	Yes/No
1	Technical Proposal Submission form	Form TECH 1 of RFP	Mandatory
2	Consultant’s Experience under Eligibility Criteria under ITC Clause 6	Form TECH 2 of RFP <i>(Copy of Contract/work orders indicating the details of previous assignment, client etc. should be submitted. The Competent authority of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements)</i>	Mandatory
3	Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for performing the assignment	Form TECH-3 of RFP	Mandatory
4	Team Composition and Task Assignments	Form TECH-4 of RFP	Mandatory
5	Curriculum Vitae (CV) for Proposed Professional Staff	Form TECH-5 of RFP	Mandatory
6	Staffing Schedule	Form TECH-6 of RFP	Mandatory
7	Work Schedule/ Activity Schedule	Form TECH-7 of RFP	Mandatory
8	Annual Turnover Certificates from CA & Audited Statement of Profit and Loss and Audited Balance sheet along with Audit report for at least 3 Financial Years (FY) in the last 5 FY (FY 2016-17, 2017-18, 2018-19, 19-20, 20-21).	Form TECH-8 of RFP	Mandatory
9	Litigation History	Form TECH-9 of RFP	Mandatory
10	Receipt for Cost of Tender Document	Form TECH-10 of RFP (All documents from Sr. No. 10 to 19 to be uploaded together under form TECH-10)	Yes/No
11	Certificate of Incorporation		Yes/No
12	PAN Card		Yes/No
13	GST Registration		Yes/No
14	MSME Registration		Yes/No
15	Partnership details		Yes/No
		Copy of valid partnership deed/MOA/AOA, if any, should be attached along with the technical proposal	

Sr. No	Particulars		Description	Yes/No
16	The Bidder must not be debarred/ blacklisted by any Government body/PSU in India as on date of submission of the Bid.	An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.		Yes/No
17	Non-Disclosure Agreement	A Certificate regarding non-disclosure/sharing of confidential information with third parties.		Yes/No
18	Authorised signatory	Authority letter clearly mentioning details of authorised representative of the Agency to execute the contract formalities should be attached along with technical proposal.		Yes/No
19	Unconditional offer & list of documents	Covering letter declaring the offer to be unconditional and a list of all the documents submitting along with the Bid.		Yes/No

## L. Form FIN-1: Financial Proposal Submission Form (e-Envelope ‘C’)

*[Submission of Financial proposal should be done in formats available on the portal. The information in brackets [ ] should not appear in the Financial Proposals to be submitted. Financial Proposal Standard Form in excel and PDF format shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2.]*

[Location, Date]

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal for “Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3” is *[Insert amount(s) in words and figures<sup>1</sup>]*. This amount is inclusive of all the local taxes, duties & GST. {Please note that all amounts shall be the same as in Form FIN-2}.

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, i.e. before the date indicated in the Data Sheet.

Yours sincerely,

Authorised Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**M. Form FIN-2: Breakdown of Staff-Month Cost (All inclusive) (e-Envelope ‘C’)**

*[Submission of Financial proposal should be done in formats available on the portal. The information in brackets [ ] should not appear in the Financial Proposals to be submitted. Financial Proposal Standard Form in excel and PDF format shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2.]*

Sl. No.	Name	Position	Man-moth Rate	Total Person Month	Total Amount (₹)
<b>Key Professional</b>					
1					
2					
	<b>Sub-Total</b>				
<b>Support Professional</b>					
1					
2					
<b>Total lumpsum fee</b>					
<b>GST (_____%)</b>					
<b>Total incl. GST</b>					

- 1 Form FIN-2 shall be filled in for the same Professional (Key Professionals and Support Professionals) and Support Staff listed in Form TECH-6.
- 2 Key Professional Staff and Support Professionals should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Key Professional & Support Professional Staff shall coincide with the ones indicated in Form TECH-4.



**SECTION 5. Form of Contract (Draft)**

# **Consultants' Services**

## **Lump-Sum**

Draft CONTRACT FOR CONSULTANTS'

SERVICES

**Lump-Sum**

between

---

[name of the Employer]

and

---

[name of the Consultant]

Dated: \_\_\_\_\_

## **Form of Contract**

### **LUMP-SUM**

**Name of work: Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3**

This Agreement is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ and executed at \_\_\_\_\_ between on the one hand, Mumbai Metro Rail Corporation Limited (MMRCL) a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at \_\_\_\_\_, Bandra East, Mumbai 400051, hereinafter referred to as the 'Client' on the one part, represented by \_\_\_\_\_ (name and designation of representing officer), which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

AND

\_\_\_\_\_ Consultants having its registered/corporate office at \_\_\_\_\_ represented by \_\_\_\_\_ (name and designation of representing officer) on the other part (Hereinafter called "Architect & Consultants/Consultant") which term shall, unless excluded by or repugnant to the context, be deemed to include its representatives, successors and assignees.

### **WHEREAS**

- a. The Client is a SPV, Joint Venture Company of Government of India and Government of Maharashtra and implementing underground Colaba-Bandra-SEEPZ Metro Line-3 in Mumbai. The Client desires to appoint a Consultant to provide certain consulting services as defined in the General Conditions and elsewhere of Contract attached to this Agreement (herein called the "Services")
- b. The Client had invited proposals (via Request for Proposal (RFP) No. ----- Dated -----" from the interested parties for "Appointment of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3".
- c. After evaluation of bids, the Client has selected the Consultant on open tendering basis as they have the required professional skills, personnel and technical

resources. The Consultant has agreed to provide the Services specified in the RFP on such terms and conditions as set forth in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOW:**

- 1) The Agreement shall come into effect on the date of issue of Work Order (Effective Date).
- 2) This Agreement shall remain in force for a period of 18 months and shall continue until all of the Services are completed; unless terminated earlier subject to the provisions of this Agreement.
- 3) The Consultant shall ensure deployment of key personnel and support staff for period as quoted in their proposal including construction phase and there will be no upward revision in Consultant fee. However, any shortfall in deployment would entail proportionate reduction in contract value.'
- 4) The following documents attached hereto shall be deemed to form an integral Part of this contract.
  - a) The work order issued by Client
  - b) The Letter of Acceptance (LOA) issued by the Client
  - c) All the submission Proposals and documents made by the Consultant as part of the RFP submission (e- Envelop A, B &C)
  - d) RFP document
  - e) Response to pre-bid queries
  - f) Corrigendum to the RFP if issued by the Client;
  - g) Addendum(s) to the RFP
  - h) The General conditions of contract (herein after called GCC)
  - i) The Special conditions of contract (herein after called SCC)
- 5) The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Agreement; in particular:
  - a) The Consultants shall carry out the Services in accordance with the Provisions of the Contract; and
  - b) The Client shall make milestone payments to the Consultant in such manner as specified in Schedule of payments.
  - c) The financial offer including GST submitted by the Consultant while responding to the Request for Proposal and accepted by the client is ₹\_\_\_\_\_ ( Rupees \_\_\_\_\_ only)

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year above written.

**For and on behalf of Mumbai Metro Rail Corporation Limited (50:50 Joint Venture between Government of India and Government of Maharashtra)**

\_\_\_\_\_  
**Authorised Representative of the Client**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**For and on behalf of Consultant** \_\_\_\_\_

\_\_\_\_\_  
Authorised Representative of the Consultant

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## **5.1 General Conditions of Contract**

### **5.1.1 Definitions:**

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- a. **“Applicable Law”** means the laws and any other instruments having the force of law in India.
- b. **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in agreement of such signed Contract:
- c. **“Effective Date”** means the date on which this Contract comes into force
- d. **“Employer/Client”** means MMRCL represented by Managing Director/Executive Director (Planning)
- e. **“Engineer in charge”** means any officer designated by the Employer for the project.
- f. **“GC”** means these General Conditions of Contract
- g. **“Government”** means the Government of India / Government of Maharashtra.
- h. **“Local Currency”** means the Currency of the Government of India
- i. **“Party”** means the Client or the Consultants, as the case may be, and Parties means both of them
- j. **“Personnel”** means persons hired by the Consultants or by any Sub- Consultant as employees and assigned to the performance of the Services or any part thereof
- k. **“SCC”** means the special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
- l. **“Services”** means the work to be performed by the Consultants pursuant to this Contract may be amended or supplemented.
- m. **“Sub Consultant”** means any entity to which the Consultants, sub-contract any part of the Services in accordance with the Provisions of Clauses elsewhere in the contract and
- n. **“Third-Party”** means any person or entity other than the Government, the Client the Consultants or a Sub-Consultant.

### **5.1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of Master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and sub – Consultants, if any, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder:

**5.1.3 Law Governing Contract**

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law.

5.1.4 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC.

**5.1.5 Location**

The services shall be performed at such locations as are specified in Appendix 'A' hereto, where the location of a particular task is not so specified at such locations as the Client may approve.

**5.1.6 Authorised Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed, under the contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

**5.1.7 Taxes, Duties and Currency of Proposal & Payment**

**5.1.7.1 Taxes and Duties**

The Financial proposal shall take into account all the tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Unless otherwise specified in the SCC, the Consultants, Sub-Consultants and Personnel shall pay any such additional taxes, duties, fees and other impositions as may be levied Under the Applicable Law. Payment of GST shall also be responsibility of the Consultant. Same shall be reimbursed by the client. Consultant shall ensure payment of applicable stamp duty charges as per Maharashtra Stamp Act.

**5.1.7.2 Currency of Proposal and Payments**

The Consultant shall express the price for its Services in the Indian Rupees (INR) only. No foreign currency fluctuation will be paid. Payment under the Contract shall be made in the INR only.

**5.1.8 Negotiations and Award**

Negotiations will be held at the address indicated in the Data Sheet with regard to the weakness if any in the selected proposal. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional Staff. Failure in satisfying such requirements may result in MMRCL proceeding to negotiate the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a contract.

#### **5.1.8.1 Technical Negotiations**

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation and staffing, knowledge transfer and training and any suggestions made by the Consultant to improve the Terms of Reference. MMRCL and the Consultant will finalise the Terms of Reference, staffing Schedule, Work Schedule, logistics and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from MMRCL to ensure satisfactory implementation of the assignment. MMRCL shall prepare minutes of negotiations which will be signed by MMRCL and the Consultant.

#### **5.1.8.2 Availability of Key Personnel Staff/ Experts**

Having selected the Consultant on the basis of, among other things, an evaluation of the proposed Key Personnel, MMRCL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations MMRCL will require assurances that the Professional staff will be actually available. MMRCL will not consider substitutions during the contract negotiations. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, this results in rejection of the Consultant’s preproposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

#### **5.1.8.3 Financial Negotiations**

The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the contract.

Staff month rate negotiation shall not take place, except when the offered Key Personnel and support staff’s remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such cases, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.

#### **5.1.8.4 Conclusion of negotiations**

Negotiations will conclude with a review of the draft contract. To complete negotiations, MMRCL and the Consultant will initial the agreed Contract. If negotiations fail, MMRCL will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

## **5.1.9 Commencement, Completion, Modification and Termination of Contract**

### **5.1.9.1. Effectives of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultants instructing the Consultants to begin carrying out the Services and shall confirm that the effectiveness conditions, if any listed in the SCC have been met.

### **5.1.9.2. Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the effective date as shall be specified in the SCC.

### **5.1.9.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 5.1.9.11 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period, after the effective date as shall be specified in the SCC.

### **5.1.9.4. Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **5.1.9.5. Modification**

Modification of the term and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **5.1.9.6. Force Majeure**

- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party’s Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably



have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **5.1.9.7 No Breach of Contract**

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of this Contract.

#### **5.1.9.8 Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and causes of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **5.1.9.9 Extension of Time**

Any period, within which a party shall pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **5.1.9.10 Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- i. Shall specify the nature of the failure and

- ii. Shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

**5.1.9.11 Termination**

The Client may by not less than thirty (30) days shall give the written notice of termination to the Consultants after the occurrence of any of the following events (except in the event listed in the paragraph (f) below, for which there shall be a written notice of not less than sixty days). Such notices to be given after the occurrences of any of the events specified in the paragraphs (a) through (g).

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause GC 5.1.9.10 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultants fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If the Consultants submit to the Client, a statement which has a material effect on the rights, obligations and interests of the Client and which the Consultants know to be false.
- e) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- g) If the Client in its sole discretion for any reason whatsoever, decides to terminate this contract.

#### **5.1.10 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 5.1.9.11 hereof, or upon expiration of this contract, pursuant to Clause GC 5.1.9.3 all rights and obligations of the Parties hereunder shall cease, except:

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality.
- iii) The Consultants obligation to permit inspection copying and auditing of their accounts and records set forth.
- iv) Any right which a Party may have under the applicable law.

#### **5.1.11 Disputes about Events of Termination**

- a. Except where otherwise specified in the contract and subject to the powers delegated to him by MMRCL then in force the decision of the Executive Director (Planning) for the time being shall be final, conclusive and binding on all parties to the Contract upon all question relating to the meaning of the contract conditions or as to any other question, claim, right, matter or things, whatsoever if any way arising out of or relating to the contracts.
- b. If the Consultants is not satisfied with the order passed by the Executive Director (Planning) as aforesaid, the Consultant may within thirty days of receipt by him of any such order appeal against it to the Managing Director who, if convinced that prima – facie the Consultants claim rejected by Executive Director (Planning) is not frivolous and that there is some substance in the claim of the Consultant as would merit a detailed examination through a suitable committee appointed for the purpose by the Managing Director if necessary and in that case decision taken by the committee shall be finalized by the competent authority and same shall be binding to the Consultant

#### **5.1.12 Obligations of the Consultants**

##### **5.1.12.1 General**

- a) Standards of Performance

The Consultants shall perform the Services and carry out their 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 Consultants shall always act, in respect of any matter relating to this Contract or to the services, as faithful advisor to the Client, and shall at all times support and safeguard the

Client's Legitimate interests in any dealings with Sub- Consultants or Third Parties.

b) Law Governing Services

The Consultants shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- Consultants, as well as the Personnel of the Consultants and any Sub – Consultant, comply with the Applicable Law.

**5.1.12.2 Conflict of Interest**

a) Consultants Not to Benefit from Commissions, Discounts, etc. The remuneration of the Consultants, shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations hereunder, and or to the Consultants shall use their best efforts to ensure that any sub – Consultants, as well as the Personnel and agents of them, similarly shall not receive any such additional remuneration.

b) Consultants and Affiliates Not to engage in Certain Activities

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants as well as any Sub-Consultant and any entity affiliated with such Sub- Consultant, shall be disqualified from providing goods, works or services (other than the Services any continuation thereof) for any project resulting from or closely related to the Services.

c) Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

- i. During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- ii. After the termination of this contract, such other activities as may be specified in the SCC.

**5.1.12.3 Confidentiality**

The Consultants, their sub Consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**5.1.12.4 Liability of the Consultants**

Subject to additional provisions, if any set forth in the SCC, the Consultants liability under this Contract shall be as provided by the Applicable Law.

**5.1.12.5 Insurance to be Taken Out by the Consultants**

**The Consultants**

- i) shall take out and maintain, and shall cause any Sub – Consultants to take out and maintain, at their (or the Sub – Consultants, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks , and for the coverage , as shall be specified in the SCC , and
- ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**5.1.12.6 Consultants Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the Personnel ("Consultants sub – Consultants' Key Personnel") merely by title but not by name. The Consultant shall not change the Key Personnel proposed for the work without any valid reasons acceptable to the Client. A penalty of ₹ 25,000/- will be levied if the Consultant changes the Key Personnel proposed without valid reasons.
- b) Entering into subcontract for the performance of any part of the Services, and note
  - i) that the selection of the Sub – Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the sub-contract, and
  - ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-Consultant and its Personnel pursuant to this Contract; and
- c) Any other action that may be specified in the SCC.

**5.1.12.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents as may be specified hereto, in the form, in the numbers and within the time periods set forth.

**5.1.12.8 Documents prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software, Restrictions about the future use of these documents and software, if any shall be specified in the SCC.

**5.1.12.9 Equipment and Material Furnished by the Client**

All the required material, equipment required for the job shall be arranged by the Consultant.

**5.1.13 Consultants Personnel and Sub –Consultants**

**5.1.13.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**5.1.13.2 Description of Personnel**

- a) Name of the key persons shall be given.
- b) If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel may be increased by agreement in writing between the Client and the Consultants, if any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings.

**5.1.14 Approval of Personnel**

The Key Personnel and Sub –Consultants listed by title as well as by name are required to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data.

**5.1.15 Removal and / or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Client
  - (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,
  - (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
  - ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced. In case, the personnel of Consultant remain absent from work for more than 15 days, proportionate payment will be deducted from Consultant's payments.
- d) A penalty of ₹ 25,000/- will also be levied if the Consultant changes the Key Personnel proposed without valid reasons or without prior information to the client.

**5.1.16 Fairness and Good Faith**

**5.1.16.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objective of this Contract.

**5.1.16.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract, shall operate fairly as between them , and without detriments to the interest of either of them , and that , if during the term of this Contract either Party believes that this Contract is operating unfairly , the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness , but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

**5.1.17 Settlement of Disputes**

**5.1.17.1 Dispute Resolution:**

If the dispute cannot be settled amicably within sixty (60) days after serving notice of dispute, the Parties may endeavour to settle the dispute by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The sole arbitrator shall be appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be Mumbai and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.



## 5.2 Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.1.4	<p>The addresses are: Employer: <b>Mumbai Metro Rail Corporation Limited</b> Attention: <b>R. Ramana, Executive Director (Planning)</b></p> <p>Consultant: (Registered address of awardee tenderer)</p> <hr/> <hr/> <hr/>
5.1.6	<p>The authorised Representatives are: For the Employer: R. Ramana, Executive Director (Planning) For the Consultant: The Authorised Representative, mentioned in Authority letter.</p>
5.1.7	<p>The Consultants, Sub-Consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties regarding the deduction of such tax as per prevalent laws in force.</p>
5.1.9.1	<p>The effective date shall come into effect on the date contract is signed by both parties</p>
5.1.9.2	<p>The date of commencement of services is 15 days from the effective date.</p>
5.1.9.3	<p>The time period shall be 18 months from the effective date of contract</p>
5.1.12.4	<p>Limitation of the Consultants liability towards the Client</p> <p style="padding-left: 40px;">a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 80px;">i) For any indirect or consequential loss or damage, and</p> <p style="padding-left: 80px;">ii) For any direct loss or damage that exceeds</p> <p style="padding-left: 120px;">(A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants</p> <p style="padding-left: 120px;">Or</p> <p style="padding-left: 120px;">(B) entitled to receive from any insurance maintained by the Consultants to cover such a liability,</p> <p style="padding-left: 40px;">whichever of (A) or (B) is lower.</p> <p style="padding-left: 40px;">b) This limitation of liability shall not affect the Consultants liability, if any, for damage to third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>

<b>5.1.12.5</b>	<p>The risks and the coverages shall be as follows: The insurance shall be Taken from: Directorate of Insurance Maharashtra State, Mumbai - 400051.</p> <ul style="list-style-type: none"><li>a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by Consultants or their Personnel or any Sub-Consultants or their Personnel for the Period of consultancy.</li><li>b) Third Party liability insurance with a minimum coverage of ₹ 5.0 Lakh for the period of consultancy.</li><li>c) Professional liability insurance valid for a period of consultancy, with a minimum coverage equal to Estimated remuneration and reimbursable as per 5.1.12.4 (a) (ii) of SCC of the consultancy.</li><li>d) Client's liability and worker's compensation insurance in respect of the Personnel of the Consultants and of any Sub- Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health accident, travel or other insurance as may be appropriate; and</li><li>e) Insurance against loss of or damage to i) equipment purchased in whole or in part with funds provided under this Contract, ii) the Consultants property used in the performance of the Services, and iii) any documents prepared by the Consultants in the Performance of the Services.</li></ul>
<b>5.1.12.8</b>	<p>The Consultants shall not use these documents for purposes unrelated to this Contract without the Prior written approval of the Client.</p>
<b>5.1.12.9</b>	<p>The Special Conditions of Contract (SCC) shall prevail over General Conditions of Contract (GCC) in case of any contradiction between SCC and GCC.</p>