

No. MMRC/ML-3/MB&SQ/DE&PMC/Pre-Bid/25 / 478

February 20th, 2025

To

M/s.
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Sub : Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Line-3 project

: Minutes of the Pre-bid meeting and Addendum No.1

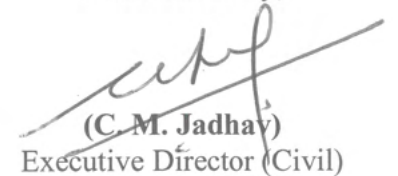
Ref : i) Queries received from various Applicants
ii) Pre-bid meeting held on 14/02/2025
iii) Tender reference No: MMRC/ML3/MBandSQ/DEandPMC/NIT dt. 04/02/2025
iv) Tender ID: 2025_MMRCL_225766_1

Sir/Madam,

Enclosed please find herewith minutes of the Pre-bid meeting along with Addendum No.1. Please note that all other terms and conditions of RFP document shall remain unchanged.

2. You may please note that the minutes as also the Addendum No.1 shall form the part of Contract Document.

Yours faithfully,



(C. M. Jadhav)
Executive Director (Civil)

Encl: As Above (Total Pages: 32 Nos)

MUMBAI METRO RAIL CORPORATION LTD (MMRC)

Name of work : Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Line-3 project

Tender reference number: MMRC/ML3/MBandSQ/DEandPMC/NIT dt. 04/02/2025

Tender ID: 2025_MMRCL_225766_1

Reply/Clarification of Applicant's queries dt. 20.02.2025

Sr. No.	Clause reference / page number	Subject of clause	Description of clause	Bidder's queries	Response of Employer
1	Clause:3 Page:5 Detailed e-tender notice & Appendix-A Page:93	Location of plot & Built-up area for construction work	-	Request for size of plot/land/tentative built-up area/CAD file/KMZ file/clear site plan/exact boundaries for the said project to be provided	Tender conditions shall prevail
2	Clause:4.e Page:5 Detailed e-tender notice & Clause:1.4.a Page:11 Section:1 Instructions to the bidder	Earnest Money Deposit	i) The Tenderer shall submit with his Tender a Earnest money deposit of Rs. 5,00,000/- (Rupees Five lakhs only) Through RTGS/NEFT/Net-Banking/Credit card/Debit Card	<ul style="list-style-type: none"> Request to kindly grant exemption for MSME registered firms as per Govt. policies Please allow EMD to be submitted in the form of a Bank Guarantee and provide the Bank Guarantee format 	Tender conditions shall prevail

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3	Clause:4.c Page:5 Detailed e-tender notice & Clause:1.2.1 Page:11 Section:1 Instructions to the bidder	Scope of PMC & completion period	ii) Detailed Engineering (Planning, estimation, tendering) = 2 months	<ul style="list-style-type: none"> RFP mentions 2 months for Detailed engineering, which is insufficient if we have to conduct the TSS, Geotechnical survey and proof checking of the structural design. Minimum 6 months are required. Please clarify? RFP does not mention the timeline for Preliminary design stage. Please clarify? 	Please refer Sr No.1, Sr No.5, Sr No.9, Sr No.10, Sr No.11, Sr No.12, Sr No.13, Sr No.15, Sr No.19 & Sr No.20 of addendum No.1
4	Clause:5 Page:6 Detailed e-tender notice	Date of submission of bid	Bid submission last date (Online) is 03/03/2025 at 17.00 Hrs	We request you to provide 21 days extension for submission of RFP Document	Please refer Sr No.2 of addendum No.1
5	Clause:13 Page:7 Detailed e-tender notice & Clause: 2.3.9 Page:23 Section:2 QCBS data sheet	Joint venture	No Joint Ventures shall be allowed	Request to allow participation in joint venture so as to ensure wide participation and competitive bid	Please refer Sr No.3, Sr No.6 & Sr No. 22 of addendum No.1
6	Clause:6 Page:6 Detailed e-tender notice	Eligibility criteria	The Applicant must have provided Architectural, Structural, MEP design and PMC services for any Central Government/State Government/PSU's Institutional building projects in last 10 financial years to "Atleast one building of 50 m height	Request to change criteria so as to ensure wide participation and competitive bid	Please refer Sr No.4 of addendum No.1




7	Clause:1.2 Page:10 Section:1 Instructions to the bidder & Section:5 Terms reference Page:35	Scope of assignment	Employer (MMRC) may suggest additional scope during consultancy period required for proper functioning of the building during construction and operation & maintenance phase throughout the life cycle of the building. The lumpsum offer of consultant shall include all costs associated with the scope of work.	<ul style="list-style-type: none"> • Please clarify what kind additional scope; • Payment towards field Surveys with Total station, geotechnical investigation, Structural designs Proof Checked from VJTI or any Institute nominated by MMRC, Environmental Impact Assessment (EIA) agency, Green building agency etc should be paid by the Client directly. 	Tender conditions shall prevail
8	Clause:1.2.2 Page:11 Section:1 Instructions to the bidder	Office arrangement	Consultant should make their office arrangement, till Contractor is in place. Once, Contractor deployed for the work, he will provide site office to Consultant	We understand that till Contractor mobilize at site and provide site office for consultants, consultant shall operate from its Head Office. Please confirm.	Tender conditions shall prevail
9	Clause:1.3 Page:11 & Clause:1.8.0 Page:14 Section:1 Instructions to the bidder	Site visit	The bidder should visit the site prior to submission of tender and ascertain the local site conditions, working restrictions, obstructions and conditions in RFP document. The bidder shall quote the offer inclusive of all such expenses likely to be incurred while performing the services. No claim or compensation for any extra payments incurred by the bidders shall be entertained by MMRC	<ul style="list-style-type: none"> • Is this clause relevant to the Consultancy Service? • Can we visit the proposed project site before bid submission 	Tender conditions shall prevail
10	Clause:1.6.B.a Page:13 Section:1 Instructions to the bidder	Digital signed copy of bid document	a. Upload the digitally signed copy of bid document along with copy of CSD, addendum if issued any	Do we have to digitally sign all uploading pages? Or does it mean uploading through a class III digital key	Tender conditions shall prevail



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11	Clause:1.9 Page:15 Section:1 Instructions to the bidder	Project Specific Conditions	i. The successful bidder fulfilling all criteria shall be equally responsible for executing, completing the work as per specifications and if any decision of consumer/any Hon. Court or any statutory authority is received regarding quality of work then the judicial decision will be binding on the Consultant for rectification. a) The Consultant should have experience of building having height 50 m: i. For Architectural Services – 7 points ii. For Structural design components – 7 points iii. For MEP design components – 6 points iv. PMC services – 10 points	This clause is applicable to the Executing Agency. So, we request to delete this clause from this RFP.	Tender conditions shall prevail
12	Clause:2.4.A.1 Page:24 Section:2 QCBS data sheet	Eligibility and requisite Experience of the Consultants relevant to the assignment	Eligibility and requisite Experience of the Consultants relevant to the assignment – 30 Marks Proposed methodology and work plan – 10 Marks Key Personnel Qualification and Competency – 60 Marks	Request to change criteria so as to ensure wide participation and competitive bid	Please refer Sr No.7 of addendum No.1
13	Clause:2.4.A.2 Page:24 Section:2 QCBS data sheet	Criteria & point system	Eligibility and requisite Experience of the Consultants relevant to the assignment – 30 Marks Proposed methodology and work plan – 10 Marks Key Personnel Qualification and Competency – 60 Marks	Following the general practices of PWD and other government entities, we kindly request that you include some markings for the presentation	Tender conditions shall prevail
14	Clause:2.4.B.1 to B.11 Page:25 Section:2 QCBS data sheet	Key Personnel Qualification and Competency	Key Personnel Qualification and Competency – 60 Marks	<ul style="list-style-type: none"> Request to modify. Should the required personnel be in house or Associates can be allowed. We request to allow appoint other consultant for the position of Environment Engineer like it is allowed for Sr. Structural Engineer & Sr. MEP Engineer. As it is allowed to appoint other consultant for the position of Sr. 	Please refer Sr No.8, Sr No.20 & Sr No.21 of addendum No.1

15	Clause:3.5 Page:30 Section:3 Technical proposal	Supervisory & support staff	-	<p>Structural Engineer & Sr. MEP Engineer, we request not to consider these two positions for calculating Man-Month deployment and remove from the Table under this clause.</p> <ul style="list-style-type: none"> Please clarify if the position is "Interface / Planning Engineer" as mentioned in table under clause 2.4.B or "Planning & Interface Manager" as mentioned in table under clause 3.5. <p>We understand that the Total Min. Man-month Required is mentioned for all personnel together, viz. 96 Man-months is specified for all 4 Resident Engineers (Civil) considering 24 Man-month for each Resident Engineer (Civil) and likewise for Resident Engineer (Electrical) & Resident Engineer (Mechanical). Please confirm.</p>	Tender conditions shall prevail
16	Clause:3.7 Page:31 Section:3 Technical proposal	Other support staff during PMC & DLP	-	<p>We understand deployment of personnel mentioned in the Table is not mandatory. Please confirm. We also understand that deployment of Sr. Safety Officer and Jr. Safety Officer is not mandatory. Please confirm.</p>	Tender conditions shall prevail
17	Section:4 Financial proposal Page:34	Schedule of payment	<p>A) Detailed Engineering (Time limit from date of appointment of consultant-2 Months)</p> <p>2. Preparation of design & drawings for scope of work – 10%</p>	<p>It is very less it may be made 40% as most of the planning & designing work will be over</p>	Please refer Sr No.12 & Sr No. 19 of addendum No.1




				<p>C) Project management Consultancy (Time limit from date of appointment of contractor-24 Months)</p> <p>5. Project Management Services during construction phase on Monthly Basis spread over stipulated construction period at a uniform percentage rate – 70%</p>	<p>In lieu of above 30% can be reduced here and requested to make it 40%. We understand that payment shall be made monthly @ 2.98% (70% / 23.5) of total Fee. Please confirm</p>	
18	Clause:5.4.1 Page: 52 Section:5 Terms of reference	Service of consultants in brief	To obtain details of ownership of land and other details about DP Reservations and restrictions like CRZ, SEZ, Civil Aviation, MOEF, Encroachments, Forest, submergences, etc	To obtain details of ownership of land and other details about DP Reservations and restrictions like CRZ, SEZ, Civil Aviation, MOEF, Encroachments, Forest, submergences, etc	Tender conditions shall prevail	
19	Clause:5.5 Page: 54 Section:5 Terms of reference	Service of consultants in brief	The Consultants shall perform following duties as part of Project contract Management Consultant and will act as representative of the Employer for the Works	We understand "Project Contract Management Consultant" is PMC. Please clarify. We request to remove this Clause, as this is repetitive, and a detailed Scope of Services is already mentioned in Clause 5.2 & 5.3.	Tender conditions shall prevail	
20	Clause:5.6.8 Page: 58 Section:5 Terms of reference	Payment if project is delayed	-	We understand both clause 5.6.8.1 & 5.6.8.2 shall be applicable during Extended period. Please confirm.	Please refer Sr No.14 addendum No.1	
21	Clause:6.3 Page:74 Special conditions of contract	Liability of the Consultant	-	The reference of GCC 6.2.11.4 is given in SCC for the Limitation of Consultant's Liability. We understand GCC 6.2.11.5 is the relevant clause. Please confirm.	Please refer Sr No.16 addendum No.1	




22	Clause:6.3 Page:74 Special conditions of contract	Insurance to be taken by Consultant	-	The reference of GCC 6.2.11.5 is given in SCC for the Insurance to be taken by Consultant. We understand GCC 6.2.11.6 is the relevant clause. Please confirm.	Please refer No.17 addendum No.1	Sr of
23	Clause:6.3 Page:75 Special conditions of contract	Documents prepared by the Consultants to be property of the Consultants	-	The reference of GCC 6.2.11.8 is given in SCC for the using documents without prior approval of MMRCL. We understand GCC 6.2.11.9 is the relevant clause. Please confirm.	Please refer No.18 addendum No.1	Sr of


(C.M. Jadhav)
Executive Director (Civil)

MUMBAI METRO RAIL CORPORATION LTD (MMRC)

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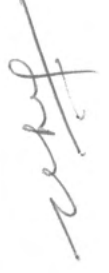
Tender ID: 2025_MMRCCL_225766_1

Addendum No. 1 dt. 20.02.2025

Sr No	Reference of clause & description	Existing clause	To be replaced as
1	Clause:4.c Page:5 Detailed e-tender notice	Architectural, structural, civil construction, MEP, water supply, drainage, furniture, interior, firefighting, HVAC, IT, landscaping, common amenities, EIA, etc services: Total time period = 40 Months i) Detailed Engineering (Planning, estimation, tendering) = 2 months ii) Contractor's bid evaluation = 2 Months iii) Project Management (Execution including issuing GFC drawings) = 24 Months iv) Defect Liability Period = 12 Months	Architectural, structural, civil construction, MEP, water supply, drainage, furniture, interior, firefighting, HVAC, IT, landscaping, common amenities, EIA, etc services: Total time period = 42 Months i) Detailed Engineering (Planning, estimation, tendering) = 4 months (Planning, preliminary design & drawings - 2 Months and Planning & design good for estimation & tender preparation - 2 Months) ii) Contractors bid evaluation (various contracts)= 2 Months iii) Project Management (Execution including issuing GFC drawings) = 24 Months iv) Defect Liability Period = 12 Months 5. Online E-Tender Schedule :
2	Clause:5 Page:6 Detailed e-tender notice	5. Online E-Tender Schedule : Date of Uploading of NIT & Other RFP Documents (Online Publishing date) Documents download start date (Online) Pre-Bid Meeting Last date of seeking Clarification Last Date of Issuing Addendum Document download end date (Online) Bid submission Last date (Online) Bid Opening date & Time (Online)	5. Online E-Tender Schedule : Date of Uploading of NIT & Other RFP Documents (Online Publishing date) Documents download start date (Online) Pre-Bid Meeting Last date of seeking Clarification Last Date of Issuing Addendum Bid submission Last date (Online) Bid Opening date & Time (Online)



<p>3</p> <p>Clause:13 Page:7 Detailed e-tender notice & Clause: 2.3.9 Page:23 Section:2 QCBS data sheet</p>	<p>No Joint Ventures shall be allowed</p>	<p>The RFP for this contract will be considered only from those applicants who meet requisite eligibility criteria prescribed below:-</p> <p>i. The Applicants may be a single entity or a JV /consortium, joining together in implementing the project. In case of group of entities the number of substantial JV/consortium partners shall not be more than 3 (partners having less than 10% participation will be termed as non-substantial member and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium). The consortium as a whole must satisfy both Technical and Financial eligibility criteria but the substantial partners will be jointly and severally responsible.</p> <p>ii. In the case of Applicant being a JV/consortium, the member having highest share will be the Lead Member. All the members should submit a Power of Attorney as per Annexure X.A, Annexure X.B & Annexure X.C of addendum No.1 signed by all the members. The members of the consortium shall also submit a Memorandum of Understanding for the purpose of submitting the proposal (Annexure XI.A & Annexure XI.B of addendum No.1).</p> <p>iii. The Applicants must not have been blacklisted/ terminated/ discharged/ subjected to penalty or liquidated damages on account of non-performance/ indulged in any kind of corrupt practices in last 5 years</p>
<p>4</p> <p>Clause:6 Page:6 Detailed e-tender notice</p>	<p>6.To be eligible the Applicant should fulfil the following criteria:</p> <p>i. The entity should have overall Professional experience of 15 years supported by certificate of incorporation.</p> <p>ii. Annual Average Turnover of the bidder for any 3 years out of last 5 years (Yr. 2019-20, Yr. 2020-21, Yr. 2021-22, Yr. 2022-23, Yr. 2023-24) with UDIN number issued by ICAI should not be less than ₹ 7 crores (From Consultancy Services of Project Management Consultancy/Architectural Consultancy/Structural & MEP Designing work).</p>	<p>6.A. Work Experience: To be eligible the Applicant (In case of single entity or by any one of the partner of JV/Consortium) should fulfil the following criteria:</p> <p>i. Should have overall Professional experience of 15 years supported by certificate of incorporation.</p> <p>ii. Should have provided “Architectural, Structural, MEP design and PMC services for any Central Government/State Government/PSU’s Institutional building projects in last 10 financial years to “Atleast one building of height 30 m or more””.</p>




iii. The Applicant must have provided **Architectural, Structural, MEP design and PMC services for any Central Government/State Government/PSU's Institutional building projects in last 10 financial years to "Atleast one building of 50 m height"**.

iv. Bidder should not have been blacklisted/ terminated/ discharged/ subjected to penalty or liquidated damages on account of non-performance/ indulged in any kind of corrupt practices in last 5 years.

6.B. Financial Standing: Applicant will be qualified only if they have minimum financial capabilities as below:

i) **T1 –Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs. 1 Crores** for this contract, net of applicant's commitments for other Contracts. Banking reference (format prescribed in **Annexure XII of addendum No.1**) should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of applications.

In Case of JV- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation = M and member-2 has percentage participation = N. If minimum liquidity required is 'W' then liquidity of member-1 $\geq \frac{W M}{100}$

and liquidity of member-2 $\geq \frac{W N}{100}$



		<p>ii) T2 - Net Worth: Net Worth of tenderer during last audited financial year should be more than Rr 2 Crores.</p> <p>In Case of JV- Net worth will be based on the percentage participation of each Member.</p> <p>Example: Let Member-1 has percentage participation = M and Member-2 has = N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be $\frac{AM+BN}{100}$</p> <p>iii) T3 - Annual Turnover: Applicant should have Annual Average Turnover from consultancy works for any 3 years out of last 5 years (Yr. 2019-20, Yr. 2020-21, Yr. 2021-22, Yr. 2022-23, Yr. 2023-24) with UDIN number issued by ICAI should not be less than ₹ 7 crores.</p> <p>The average annual turnover of JV will be based on percentage participation of each member.</p> <p>Example: Let Member-1 has percentage participation = M and Member -2 = N.</p> <p>Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be = $\frac{AM+BN}{100}$</p>
<p>5</p> <p>Clause:1.2.1 Page:11 Section:1 Instructions to the bidder</p>	<p>1.2.1 Period of contract : DE-2 months, tendering & award of work to contractor-2 months, PMC-24 months, DLP-12 months from the date of work order</p>	<p>1.2.1 Period of contract : From the date of work order : DE-4 months, Tendering, evaluation & award of works (Various contracts)-2 months, PMC-24 months, DLP-12 months</p>
<p>6</p> <p>Clause: 2.3.14 Page:23 Section:2 QCBS data sheet</p>	<p>-</p>	<p>Copy of valid Partnership deed / Joint Venture/ Consortium /MoU shall be attached along with the technical proposal.</p>

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<p>7 Clause:2.4.A.1 Page:24 Section:2 QCBS data sheet</p>	<p>Eligibility and requisite Experience of the Consultants relevant to the assignment: a) The Applicant Joint Venture / Consortium should have experience of atleast one building of height 30 m or more: i. For Architectural Services – 7 points ii. For Structural design components – 7 points iii. For MEP design components – 6 points iv. PMC services – 10 points</p>	<p>Eligibility and requisite Experience of the Consultants relevant to the assignment: a) The Applicant Joint Venture / Consortium should have experience of atleast one building of height 30 m or more: i. For Architectural Services – 7 points ii. For Structural design components – 7 points iii. For MEP design components – 6 points iv. PMC services – 10 points</p>
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<p>8 Clause:2.4.B Page:25 Section:2 QCBS data sheet</p>	<p>a) The Consultant should have experience of building having height 50 m: i. For Architectural Services – 7 points ii. For Structural design components – 7 points iii. For MEP design components – 6 points iv. PMC services – 10 points</p>	<p>B. Key Personnel Qualification and Competency</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Personnel</th> <th>Qualification</th> <th>Min. Overall Experience for similar work</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>Graduate in Civil Engineer with preferably Post Graduate in Project/ Construction Management</td> <td>25 years or more in project management with experience of at least one building of height 50 m with RCC structure. 1. For One Building – 8 points 2. More than one Building – 10 points</td> <td>10</td> </tr> <tr> <td>2</td> <td>Senior Architect</td> <td>Graduate in Architecture/ Graduate Diploma in Architecture Should have valid registrations Architect from Council of Architecture, New Delhi.</td> <td>20 years or more in similar capacity with experience of at least one building of height 50 m with RCC structure. 1. For One Building – 6 points 2. More than one Building – 8 points</td> <td>8</td> </tr> </tbody> </table>	S. No.	Personnel	Qualification	Min. Overall Experience for similar work	Points	1	Team Leader	Graduate in Civil Engineer with preferably Post Graduate in Project/ Construction Management	25 years or more in project management with experience of at least one building of height 50 m with RCC structure. 1. For One Building – 8 points 2. More than one Building – 10 points	10	2	Senior Architect	Graduate in Architecture/ Graduate Diploma in Architecture Should have valid registrations Architect from Council of Architecture, New Delhi.	20 years or more in similar capacity with experience of at least one building of height 50 m with RCC structure. 1. For One Building – 6 points 2. More than one Building – 8 points	8	<p>B. Key Personnel Qualification and Competency</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Personnel</th> <th>Qualification</th> <th>Min. Overall Experience for similar work</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader</td> <td>Graduate in Civil Engineer with preferably Post Graduate in Project/ Construction Management</td> <td>25 years or more in project management with experience of at least one building of height 30 m or more with RCC structure. 1. For One Building – 8 points 2. More than one Building – 10 points</td> <td>10</td> </tr> <tr> <td>2</td> <td>Senior Architect</td> <td>Graduate in Architecture/ Graduate Diploma in Architecture Should have valid registrations Architect from Council of Architecture, New Delhi.</td> <td>20 years or more in similar capacity with experience of at least one building of height 30 m or more with RCC structure. 1. For One Building – 6 points 2. More than one Building – 8 points</td> <td>8</td> </tr> </tbody> </table>	S. No.	Personnel	Qualification	Min. Overall Experience for similar work	Points	1	Team Leader	Graduate in Civil Engineer with preferably Post Graduate in Project/ Construction Management	25 years or more in project management with experience of at least one building of height 30 m or more with RCC structure. 1. For One Building – 8 points 2. More than one Building – 10 points	10	2	Senior Architect	Graduate in Architecture/ Graduate Diploma in Architecture Should have valid registrations Architect from Council of Architecture, New Delhi.	20 years or more in similar capacity with experience of at least one building of height 30 m or more with RCC structure. 1. For One Building – 6 points 2. More than one Building – 8 points	8
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				2. More than one Building – 4 points	
7	Resident Engineer	Graduate in Engineering (Civil / Electrical / Mechanical)	10 years or more in similar nature with experience of at least one building of height 30 m or more: 1. For One Building – 2 points 2. More than one Building – 4 points	4	4
8	Safety Engineer	Degree in Engineering or Science Graduate and Industrial Safety from reputed institute. Desirable with NEBOSH/IOSH Certification.	10 years or more of Experience in leading and Managing EHS on site in Construction Industry.	4	4
9	Environment Engineer	Degree in Environment Engineering or Env. Science Graduate from reputed institute.	10 years or more of Experience in leading and Managing EHS on site in Construction Industry.	4	4
10	Quantity Surveyor / Billing Engineer	Graduate in Engineering	10 years or more of Experience in Costing and estimation, tender document preparation in High Rise Residential/Commercial building	2	2
11	Quality Assurance / Quality Control Engineer	Graduate in Civil Engineering	10 years or more of Experience in leading and Managing Quality Assurance & Quality Control on site in Construction Industry.	2	2
Total points for Criteria					60

			Building – 4 points		
7	Resident Engineer	Graduate in Engineering	10 years or more in similar nature with experience of at least one building of height 50 m 1. For One Building – 2 points 2. More than one Building – 4 points	4	4
8	Safety Engineer	Degree in Engineering or Science Graduate and Industrial Safety from reputed institute. Desirable with NEBOSH/IOSH Certification.	10 years or more of Experience in leading and Managing EHS on site in Construction Industry.	4	4
9	Environment Engineer	Degree in Environment Engineering or Env. Science Graduate from reputed institute.	10 years or more of Experience in leading and Managing EHS on site in Construction Industry.	4	4
10	Quantity Surveyor / Billing Engineer	Graduate in Engineering	10 years or more of Experience in Costing and estimation, tender document preparation in High Rise Residential/Commercial building	2	2
11	QA/QC Engineer	Graduate in Civil Engineering	10 years or more of Experience in leading and Managing Quality Assurance & Quality Control on site in Construction Industry.	2	2
Total points for Criteria					60



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***Note:**

i) The Consultants, if they wish, may hire services of other consultants / sub- consultants in order to supplement their capability/capacity for items marked as (*) above. The agreement between the consultant & subconsultant/ firm shall be attached with their experience and similar data.

ii) Above are the mandatory key personal requirement. Bidder would be required to engage other professional staff /consultants / sub- consultants for fulfilling the overall scope of work at the execution stage. The cost towards hiring of these professional staff /consultants / sub- consultants, if any, shall be considered in the quoted lumpsum bid price.

***Note:**

i) Deleted.

ii) Above are the mandatory **in-house key personal requirement** of Applicant Joint Venture / Consortium. Applicant Joint Venture / Consortium would be required to engage other professional staff /consultants / sub- consultants for fulfilling the overall scope of work at the execution stage. The cost towards hiring of these professional staff /consultants / sub- consultants, if any, shall be considered in the quoted lumpsum bid price.

9 Clause:3.4
Page:30
Section:3
Technical
proposal

3.4 KEY TECHNICAL / MANAGERIAL STAFF

Sr. No.	Minimum No. Required	Position	Total Minimum Man-months Required (DE+PMC)
1	1	Team Leader	26 (i.e. 2+24)
2	1	Senior Architect	14 (i.e. 2+12)
3	1	Senior Structural Engineer	14 (i.e. 2+12)
4	1	Senior MEP Engineer	14 (i.e. 2+12)
5	1	Senior Resident Engineer	24 (i.e. 2+22)
6	1	Safety Engineer	26 (i.e. 2+24)
7	1	Environmental Engineer	26 (i.e. 2+24)
		Total	144

3.4 KEY TECHNICAL / MANAGERIAL STAFF

Sr. No.	Minimum No. Required	Position	Total Minimum Man-months Required (DE+Evaluation+PMC)
1	1	Team Leader	30 (i.e. 4+2+24)
2	1	Senior Architect	16 (i.e. 4+0+12)
3	1	Senior Structural Engineer	16 (i.e. 4+0+12)
4	1	Senior MEP Engineer	16 (i.e. 4+0+12)
5	1	Senior Resident Engineer	24 (i.e. 0+0+24)
6	1	Safety Engineer	26 (i.e. 2+0+24)
7	1	Environmental Engineer	14 (i.e. 2+0+12)
		Total	142

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3.5 SUPERVISORY AND SUPPORT STAFF

Sr. No.	Minimum No. Required	Position	Total Minimum Man-months Required (DE+PMC)
1	4	Resident Engineer (Civil)	96
2	1	Quantity Surveyor / Billing Engineer	26 (i.e. 2+24)
3	2	Resident Engineer (Electrical for MEP works)	48
4	2	Resident Engineer (Mechanical for MEP works)	48
5	1	Planning & Interface Manager	24
6	1	QA/QC Engineers	24
		Total	266

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Note
Page:31
Section:3
Technical
proposal

Note: Annexure IV to be attached with Technical Proposal.

Total time period of contract: Detailed Engineering-2 months,

Contractor's bid evaluation = 2 Months, Execution-24 Months

Defect Liability Period = 12 Months

Tentatively total manpower requirement for DE, PMC & DLP is = 424 manmonths (i.e. DE - 16 manmonths, PMC Key personnel – 130 manmonths & PMC Supervisory and support staff - 264 Manmonths, DLP – 14 manmonths). The requisite manmonth is applicable to all the consultancy services (Architectural, Structural & MEP Design and Project Management Consultancy) However, the consultants should make his own assessment and deploy additional man months /personnel to comply the tasks and quote his financial bid accordingly.

3.5 SUPERVISORY AND SUPPORT STAFF

Sr. No.	Minimum No. Required	Position	Total Minimum Man-months Required (DE+Evaluation+PMC)
1	4	Resident Engineer (Civil)	96 (i.e. 0+0+24)*4
2	1	Quantity Surveyor / Billing Engineer	26 (i.e. 2+0+24)*1
3	2	Resident Engineer (Electrical for MEP works)	48 (i.e. 0+0+24)*2
4	2	Resident Engineer (Mechanical for MEP works)	48 (i.e. 0+0+24)*2
5	1	Interface Engineer	26 (i.e. 0+2+24)*1
6	1	Quality Assurance / Quality Control Engineer	24 (i.e. 0+0+24)*1
		Total	268

Note: Annexure IV to be attached with Technical Proposal.

Total time period of contract: Detailed Engineering-4 months,

Contractors bid evaluation (various contracts) = 2 Months,

Execution-24 Months, Defect Liability Period = 12 Months

Tentatively total manpower requirement for DE, PMC & DLP is = 424 manmonths (i.e. DE - 22 manmonths, Bid Evaluation – 4 Monmonths, PMC Key personnel – 120 manmonths & PMC Supervisory and support staff - 264 Manmonths, DLP – 14 manmonths). The requisite man month is applicable to all the consultancy services (Architectural, Structural & MEP Design and Project Management Consultancy) However, the consultants should make his own assessment and deploy additional man months /personnel to comply the tasks and quote his financial bid accordingly.

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4.1 FINANCIAL PROPOSAL SUBMISSION FORM
(To be submitted only with Financial Proposal)

FROM: M/s. Consultancy services

To,
The Managing Director, Mumbai Metro Rail Corporation
Transit Office Building, 'A' wing, 'E' Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

*SUB: Providing Detailed Engineering & Project Management
Consultancy services for construction of Metro Bhavan & Staff
Quarters for Mumbai Metro Rail Corporation Ltd.*

Dear Madam/Sir,

We, the undersigned, offer to provide the services for the
above subject work in accordance with Tender provisions at and our
financial offer and fees for this work shall be as follows:

S. No	Name of Work	Time limit for Consultancy	Lumpsum Fees (Rs) (Excluding GST)
1	Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhavan & Staff Quarters for Mumbai Metro Rail Corporation Ltd.	Total = 40 Months DE- 2 Months Bid evaluation - 2 Months PMC - 24 Months DLP – 12 Months	In Figures:- In Words:-

4.1 FINANCIAL PROPOSAL SUBMISSION FORM
(To be submitted only with Financial Proposal)

FROM: M/s. Consultancy services

To,
The Managing Director, Mumbai Metro Rail Corporation
Transit Office Building, 'A' wing, 'E' Block, Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

*SUB: Providing Detailed Engineering & Project Management
Consultancy services for construction of Metro Bhavan & Staff
Quarters for Mumbai Metro Rail Corporation Ltd.*

Dear Madam/Sir,

We, the undersigned, offer to provide the services for the
above subject work in accordance with Tender provisions at and our
financial offer and fees for this work shall be as follows:

S. No	Name of Work	Time limit for Consultancy	Lumpsum Fees (Rs) (Excluding GST)
1	Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhavan & Staff Quarters for Mumbai Metro Rail Corporation Ltd.	Total = 42 Months DE- 4 Months Bid evaluation (Various contracts) - 2 Months PMC - 24 Months DLP – 12 Months	In Figures:- In Words:-



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*GST will be paid separately as per prevailing rates.
 Consultant to mention additionally the applicable GST: In figure ...%
 In words.....

We hereby undertake to provide the services as required by MMRCL and our offer is valid for 120 days
(Details of the above fee to be furnished as per Annexure-I)
 We remain,
 Yours sincerely,
 M/s. Consultancy services

*GST will be paid separately as per prevailing rates.
 Consultant to mention additionally the applicable GST: In figure ...%
 In words.....

We hereby undertake to provide the services as required by MMRCL and our offer is valid for 120 days
(Details of the above fee to be furnished as per Annexure-I)
 We remain,
 Yours sincerely,
 M/s. Consultancy services

12 Clause:4.1
 Page:33
 Section:4
 Financial
 proposal

Schedule of Payment				
Sr. No	Action	Total Fees in %	Time period (In Months)	Cumulative Time Limit (In Months)
A)	Detailed Engineering (Time limit from date of appointment of consultant-2 Months)			
1	On appointment order	2%	0.5 Month	0.5 Month
2	Planning, preliminary design & drawings for scope of work	4%	1.5 Month	2 Month
3	Planning & design good for estimation & tender preparation for scope of work	6%	2 Month	4 Month
4	On Submission of Draft Bid document, Bills of Quantities along with specification and drawings etc. for invitation of bids	6%	0 Month	4 Month

Schedule of Payment				
Sr. No	Action	Total Fees in %	Cumulative Time Limit (In Months)	
A)	Detailed Engineering (Time limit from date of appointment of consultant-2 Months)			
1	On appointment order	2%	0.5 Month	
2	Preparation of design & drawings for scope of work	10%	1.5 Month	
3	On Submission of Draft Bid document, Bills of Quantities along with specification and drawings etc. for invitation of bids	6%	2 Month	
B	Contractor's e-tendering, bid evaluation & appointment stage-2 Months)			
4	On receipt of bids Evaluation of contractor (Technical & Financial) and award of work	2%	4 Month	
C	Project management Consultancy (Time limit from date			

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of appointment of contractor-24 Months)		
5	Project Management Services during construction phase on Monthly Basis spread over stipulated construction period at a uniform percentage rate	27.5 Month
6	On approval of as built drawings submitted by contractor	70% (*)
7	During the Defect Liability Period of 12 months after completion on monthly basis spread over defect liability period at uniform rate.	5%
		28 Month
		40 Month
		100%

(*) PMC payment will be made 40% as per progress of work & 60% as per deployment of manpower.

- Non- Deployment of staff
In case of non-deployment of certain key technical/ managerial staff and supervisory & support staff, the deductions will be made on pro-rata basis for the period of non-deployment of the personnel.
- For Detailed Engineering phase, in case of delay beyond stipulated time, Liquidity Damages (LD) at the rate of 0.5 % per week of the total fees for that particular activity will be levied, till completion of the activity subject to maximum 5% of Contract Value.

B	Contractor's e-tendering, bid evaluation & appointment stage-2 Months)		
4	On receipt of bid Evaluation of various contracts (Technical & Financial) and award of work	2%	2 Month
			6 Month
C	Project management Consultancy (Time limit from date of appointment of contractor-24 Months)		
5	Project Management Services during construction phase on Monthly Basis spread over stipulated construction period at a uniform percentage rate	70% (*)	23.5 Month
6	On approval of as built drawings submitted by contractor	5%	0.5 Month
7	During the Defect Liability Period of 12 months after completion on monthly basis spread over defect liability period at uniform rate.	5%	12 Month
		100%	

(*) PMC payment will be made 40% as per progress of work & 60% as per deployment of manpower.

- Non- Deployment of staff
In case of non-deployment of certain key technical/ managerial staff and supervisory & support staff, the deductions will be made on pro-rata basis for the period of non-deployment of the personnel.

		<ul style="list-style-type: none"> For Detailed Engineering phase, in case of delay beyond stipulated time, Liquidity Damages (LD) at the rate of 0.5 % per week of the total fees for that particular activity will be levied, till completion of the activity subject to maximum 5% of Contract Value.
<p>13</p> <p>Clause:5.1.8 Page: 37 Section:5 Terms of reference</p>	<p>5.1.8 Scope of Consultants Services: The Employer has proposed to construct the Metro Bhavan & Staff Quarters for Mumbai Metro Rail Corporation Ltd.. The total period of assignment will be 40 months from the date of signing of Agreement. The period includes 2 months for Detailed engineering, 2 Months for bid evaluation, 24 Months for construction phase of the assignment. Further consultancy services are required during the defect liability period of 12 months.</p>	<p>5.1.8 Scope of Consultants Services: The Employer has proposed to construct the Metro Bhavan & Staff Quarters for Mumbai Metro Rail Corporation Ltd. The total period of assignment will be 42 months from the date of signing of Agreement. The period includes 4 months for Detailed engineering, 2 Months for bid evaluation, 24 Months for construction phase of the assignment. Further consultancy services are required during the defect liability period of 12 months.</p>
<p>14</p> <p>Clause:5.6.8 Page: 58 Section:5 Terms of reference</p>	<p>5.6.8 PAYMENT IF PROJECT IS DELAYED 5.6.8.1 In the event of period of services is extended beyond base completion period. Monthly additional payment will be subject to the ceilings given below: <i>X</i> Consultancy Fees for the Project Management & Architectural,Structural Designs 80 100 X Contract Period in Months 5.6.8.2 The payment for the extended period will be made on actual man – month, with prior approval from Employer. The additional payment will be worked out in proportion of deployment of actual man months, certified by Employer.</p>	<p>5.6.8 PAYMENT IF PROJECT IS DELAYED 5.6.8.1 In the event of period of services is extended beyond base completion period. Monthly payment will be subject to the ceilings given below: <i>Consultancy Fees for the Detailed Engineering & Project Management Consultancy services</i> 80 X 100 Contract Period in Months 5.6.8.2 The monthly payment for the extended period as mentioned in 5.6.8.1 above will be made on actual man – month, with prior approval from Employer. The payment will be worked out in proportion of deployment of actual man months, certified by Employer.</p>



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15	Clause:6.3 Page:74 Special conditions of contract	6.2.8.3 The time period shall be 40 months from the effective date of contract.	6.2.8.3 The time period shall be 42 months from the effective date of contract.																																				
16	Clause:6.3 Page:74 Special conditions of contract	Number of GCC clause 6.2.11.4	Number of GCC clause 6.2.11.5																																				
17	Clause:6.3 Page:74 Special conditions of contract	Number of GCC clause 6.2.11.5	Number of GCC clause 6.2.11.6																																				
18	Clause:6.3 Page:75 Special conditions of contract	Number of GCC clause 6.2.11.8	Number of GCC clause 6.2.11.9																																				
19	Annexure-I Page:76 Pro forma justifying quoted Lumpsum fees	<p style="text-align: center;">Annexure-I</p> <p style="text-align: center;">Following pro forma justifying quoted Lumpsum fees</p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="4" style="text-align: center;">A- Remuneration for Key Professional Staff (Excluding GST):</th> </tr> <tr> <th>S. No.</th> <th>Position</th> <th>Salary per month</th> <th>Requirement as per contract (man-months)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <th colspan="4" style="text-align: center;">B- Remuneration for Supporting, Engineers, Supervisory Staff (Excluding GST):</th> </tr> <tr> <th>S. No.</th> <th>Position</th> <th>Salary per month</th> <th>Requirement as per contract (man-months)</th> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		A- Remuneration for Key Professional Staff (Excluding GST):				S. No.	Position	Salary per month	Requirement as per contract (man-months)	1				2				3				4				B- Remuneration for Supporting, Engineers, Supervisory Staff (Excluding GST):				S. No.	Position	Salary per month	Requirement as per contract (man-months)	1			
A- Remuneration for Key Professional Staff (Excluding GST):																																							
S. No.	Position	Salary per month	Requirement as per contract (man-months)																																				
1																																							
2																																							
3																																							
4																																							
B- Remuneration for Supporting, Engineers, Supervisory Staff (Excluding GST):																																							
S. No.	Position	Salary per month	Requirement as per contract (man-months)																																				
1																																							



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2				
3				
4				
C- All other Miscellaneous expenses:(Over Heads) (Excluding GST)				
All other local Services rentals, transportation, utilities, survey, preparation of printing drawings (any size & number)/reports, office furniture & equipment, communication etc. complete includingoverheads.				
Total Cost (C) for 40 months				
Total Cost of Consultancy Rs.				
work i.e. (A+B+C) = D				
(Excluding GST)				

1				
2				
3				
4				
C- All other Miscellaneous expenses: (Over Heads) (Excluding GST)				
All other support staff during DE, bid evaluation, PMC & DLP, other professional staff /consultants / sub-consultants, local services, rentals, transportation, utilities, survey, preparation of printing drawings (any size & number)/reports, office furniture & equipment, communication etc. complete including profits and overheads				
Total Cost (C) for 42 months				
Total Cost of Consultancy Rs.				
work i.e. (A+B+C) = D				
(Excluding GST)				

20 Annexure-IV
Page:79
Key Personnel
and
Sub
Consultants

Annexure IV

KEY PERSONNEL AND SUB CONSULTANTS

Sr. No.	Name	Qualification	Position	Task
1				
2				
3				
4				
5				
6				

NOTE: Consultant is required to submit the resume of each of the above personnel.

Deployment schedule of Key Expert, Engineers, Supervisory staff, Support staff during 40-month contract period shall be submitted along with technical proposal.

Annexure IV

PERSONNEL AND SUB CONSULTANTS

Sr. No.	Name	Qualification	Position	Task
1				
2				
3				
4				
5				
6				

NOTE: Consultant is required to submit the resume of each of the personnel as mentioned in Sr. no. 8 of Addendum no.1.

Deployment schedule of Key Expert, Engineers, Supervisory staff, Support staff during 42-month contract period shall be submitted along with technical proposal.

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		Check list of Documents		Check list of Documents	
21	Appendix-B Page:94 Checklist of documents Technical proposal	iv) Key personnel and Sub Consultants-Resume of Team members with supporting documents – (Annexure IV and Annexure V)		iv) Key Personnel and Sub Consultants (As per Sr No. 8 of addendum No.1) - Resume with supporting documents – (Annexure IV and Annexure V)	
22	Appendix-B Page:94 Checklist of documents Technical proposal	-		Check list of Documents xiv) Copy of valid Partnership deed / Joint Venture/ Consortium / MOU, if any shall be attached Yes/No xv) Power of Attorney (Annexure X.A, X.B & X.C) Yes/No xvi) Memorandum of Understanding (Annexure XI.A) Yes/No xvii) Undertaking (Annexure-XI.B) Yes/No xviii) Bank certificate for liquidity (Annexure-XII) Yes/No xix) Net Worth Certificates of last audited financial year (Yr. 2023-24) with UDIN number issued by ICAI Yes/No	

* Note: Please note that all other terms and conditions of RFP document shall remain unchanged.


(C. M. Jadhav)
Executive Director (Civil)



Annexure X.A

To,

**The Managing Director,
MMRCL, Transit Office Building, 'A' wing,
'E' Block, Bandra East,
Mumbai – 400 051**

(Applicant to provide date and reference)

Sub: Submission of Tender for the work of Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Rail Corporation Ltd.

Dear Madam/Sir,

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

- (a) We are duly authorized to represent and act on behalf of _____ (hereinafter the "Applicant")
- (b) We have examined and have no reservations to the RFP Document including Addendum, reply/clarification of Applicant's queries vide No(s) _____.
- (c) We are attaching with this letter, the copies of original documents defining: -
 - i. the Applicant's legal status;
 - ii. its principal place of business; and
 - iii. its place of incorporation (if Applicants are corporations); or its place of registration (if Applicants are partnerships or individually owned firms).

For applicants by joint ventures / consortium, all information requested in the RFP documents is to be provided for the joint venture, if it already exists, and for each joint venture partner separately. The lead partner should be clearly identified. Each member of Group shall sign

- (d) We further declare that we have not engaged any agent or middleman for this RFP process. We have not paid /will not be paying any commissions, gratuities or fees with respect to the process.
- (e) MMRCL and/or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients. This Letter of Application will also serve as authorization for any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by MMRCL.
- (f) MMRCL and/or its authorized representatives may contact the following nodal persons for further information on any aspects of the Application:



Contact 1	Name	Telephone 1	E Mail
	Address		

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- (g) This application is made in the full understanding that:
 - i. RFP process will be subject to verification of all information submitted at the discretion of MMRCL.
 - ii. MMRCL reserves the right to:
 - reject or accept any or all applications, cancel the RFP process without any obligation to inform the applicant about the grounds of same;
- (h) Appended to this application, we give details of the participation of each party, including respective roles and responsibilities
- (i) The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail. We also understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, MMRCL may delete our name from the list of qualified Applicants:

Our Application is valid till (date in figures and words)

NAME.....

In the Capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date



Annexure X.B

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office of the Sole Applicant / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. _____ resident of _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the Application of the JV/Consortium consisting of _____, _____ and

_____ (please state the name and address of the members of the JV/Consortium) for the Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Line-3 project (the "Project"), including signing and submission of all documents and providing information / responses to the Mumbai Metro Rail Corporation Limited (MMRCL), India, representing us in all matters in connection with our Application for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For
(Signature)
(Name, Title and Address)

Accept

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the sole Applicant or the Lead Member in case of a JV/Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).



POWER OF ATTORNEY FOR LEAD MEMBER IN CASE OF JV/CONSORTIUM

Whereas the Mumbai Metro Rail Corporation Limited (MMRCL) has invited applications from interested parties for Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Line-3 project.

Whereas, the members of the JV/Consortium are interested in applying for the Project and providing the consultancy in accordance with the terms and conditions of the Request For Proposal (RFP), and other subsequent documents such as the Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the JV/Consortium to designate one of them as the Lead Member (having highest share) with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium's Application for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the JV/Consortium, as may be necessary in connection with the JV/Consortium's Application for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the JV/Consortium, as the Lead Member of the JV/Consortium, to do on behalf of the JV/Consortium, all or any of the acts, deed or things necessary or incidental to the JV/Consortium's Application for the Project, including submission of Application, participating in conference, responding to queries, submission of information / documents and generally to represent the JV/Consortium in all its dealings with MMRCL, any other Government Agency or any person, in connection with Project until culmination of the process of application, pre-qualification, short listing of Applicant and thereafter till the Agreement is entered into with MMRCL.

OR

We, M/s _____, M/s _____, M/s _____ and M/s _____ (the respective names and addresses of the registered office) do hereby designate M/s _____ (name and address of registered office) being one of the members of the JV/Consortium as the Lead Member, of the JV/Consortium who, acting jointly, shall do, all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's Application for the Project including submission of application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the JV/Consortium in all its dealings with MMRCL, any other Government Agency or any person in connection with the Project until culmination of the process of application, short -listing of Applicant and thereafter till the Agreement is entered into with MMRCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this _____ day of _____ 2005.

[Executant(s)]

(To be executed by all the members in the JV/Consortium)



Note:

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- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The executant(s) shall submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the applicant.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

Annexure XI.A

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 200__ at _____

Among

(hereinafter referred as" _____") and having office at _____, India **Party of the First Part**

And

(hereinafter referred as" _____") and having office at _____, India **Party of the Second Part**

And

(hereinafter referred as" _____") and having office at _____, India **Party of the Third Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS the MMRCL has invited applications from interested parties for Providing Detailed Engineering & Project Management Consultancy services for construction of Metro Bhawan & Staff Quarters for Mumbai Metro Line-3 project. The detailed scope of the work is mentioned in RFP document.

AND WHEREAS the Parties have had discussions for formation of a JV/Consortium for applying for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Consultancy firm in terms of the Consultancy agreement.
2. That the roles and the responsibilities of each Party at the stage of Application shall be as follows:
3. That the minimum equity holding of each Party (in _____ percentage term) in the Company shall be as follows:

Name of the Party	% of share
.....
.....
.....

4. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Consultancy agreement.
5. That the Parties affirm that they shall render Consultancy services in good faith and shall take all necessary steps to see the Project through expeditiously.
6. That this MoU shall be governed in accordance with the laws of India and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(party of the first part)

(party of the second part)

(party of the third part)

Witness:

1.

2.



UNDERTAKING

(In case of JV/Consortium to be given separately by each partner)

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

Signed by an authorized officer of the firm

Title of Officer

Name of Firm

Date





ANNEXURE XII

SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

___Sd. ___

Name of Bank: _____

Senior Bank Manager _____

Address of the Bank _____

• **Change the text as follows for Joint Venture/Consortium :**

This is to certify that M/s who has formed a JV/Consortium with M/s and M/s for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely.....is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s to meet their working capital requirements for executing the above contract.

[This should be given by the JV/Consortium members in proportion to their financial participation]