



MUMBAI METRO RAIL CORPORATION LIMITED

CONTRACT AGREEMENT (DRAFT)

BETWEEN

MUMBAI METRO RAIL CORPORATION LIMITED

AND

M/S.

FOR THE WORK

Architectural, Structural Design and Project Management
Consultancy Services for the redevelopment of project affected
buildings at Kalbadevi and Girgaon stations of Mumbai Metro
Line 3.

TABLE OF CONTENTS

TITLE		PAGE NO.
Section – 1	GENERAL	1-3
Section – 2	QCBS- DATA SHEET	4-10
Section – 3	TECHNICAL PROPOSAL – STANDARD FORMS	11-14
Section – 4	FINANCIAL PROPOSAL – STANDARD FORMS	15-18
Section – 5	TERMS OF REFERENCE	19-25
Section – 6	STANDARD FORMS OF CONTRACT 6.1 Form of Contract 6.2 General Conditions of Contract 6.3 Special Conditions of Contract	26-53
	Checklist	54

SECTION 1.

GENERAL

- 1.1 MMRC is carrying out Redevelopment & Rehabilitation for the PAPs of Girgaon and Kalbadevi Metro stations for Metro Line 3. The Architects and Consultants are required to be appointed for planning, designing, structural designs supervising during construction and defect liability period etc. for the work of Construction of Redevelopment buildings, tenements and offices for the rehabilitation of PAPs of Girgaon and Kalbadevi Metro stations.
- 1.2 Objectives:
- 1.2.1 To prepare layout, building plans, working drawings and all required drawings, structural designs estimates and bid documents etc.
- 1.2.2 To assist MMRC in inviting bids.
- 1.2.3 To act as representative, supervise and monitor the construction with a view to ensuring quality of work and timely completion.
- 1.3 Scope of Assignment
- 1.3.1 To carry out investigations and surveys, necessary geotechnical investigation. (Necessary geotechnical investigation shall be carried out by Consultant by inviting quotations & awarding work to lowest quoter, which shall be approved by MMRC. Payment of Geotechnical investigation shall be done separately which is not included in Consultants fees.)
- 1.3.2 To prepare final layout, designing, selection of specification, construction methodology and working drawings, schedule of drawings etc.
- 1.3.3 To prepare / get done RCC design / drawing and get it certified from consulting Institutions. Proof checking will be done by General Consultant for Mumbai Metro Line 3 i.e. MAPLE, and same will be put up for approval of MMRCL.
- 1.3.4 To prepare draft bid documents and estimates and assist MMRC for finalizing various building works contractors.
- 1.3.5 To maintain all necessary records.
- 1.3.6 To advise MMRC to administer the Contract.

- 1.3.7 To inspect the work during the Defect Liability Period etc. More details on the Services are provided in the attached Terms of Reference.
- 1.4 Period of contract – 48 months from the date of work order.
- 1.5 Consultant should make their office arrangement, till Contractor is in Place. Once, Contractor deployed for the work, he will provide site office to consultant.

SECTION 2.

QCBS DATA SHEET

2.1 Introduction

2.1.1 MMRC policy requires that consultants provide professional, objective, and Impartial advice and always hold the Client's interest paramount, without any Consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations.

2.1.2 MMRC will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

2.2 Clarification and Amendment.

2.2.1 Consultants may request a clarification of any clauses in this documents, any request for clarification must be sent in writing by paper mail, cable telex, facsimile, or electronic mail to the Client's address. The Client will respond by cable, telex, facsimile, or electronic mail to such requests.

2.3 Data Sheet

2.3.1 The data sheet for the RFP is as follows

S. No.	
1.	Name of Employer: Mumbai Metro Rail Corporation Limited
2.	Name of Assignment: Architectural, Structural Design and Project Management Consultancy Services for the redevelopment of project affected buildings at Kalbadevi and Girgaon stations of Mumbai Metro Line 3
3.	A pre-proposal meeting will be held at <u>15/06/2017</u> at <u>12:00 noon</u> at 2 nd Floor, Committee Room, MMRCL NaMTTRI Building, Bandra Kurla Complex, Bandra (East) Mumbai. Telephone: (+91 22) 26384669 E-Mail: anil.kamble@mmrcl.com
4.	The Client will provide the inputs specified in the Data Sheet, and make available relevant project data and reports. Please refer to Appendix A for the available data.

Consultant

ED (Planning)

5.	Proposal shall be submitted in English Language only.
6.	Proposals must remain valid for 120 days after the submission deadline date, i.e. until: <u>06/11/2017</u>
7.	<p>a) 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.</p> <p>b) Overall replacement of Key Experts shall not exceed 10 % during first 2 years and 20 % in subsequent years. If replacements exceed these limits, a penalty of 25% of the replaced man months shall be levied.</p>
8.	All the payments shall be made only in Indian National Rupees (INR).
9.	Joint Ventures of not more than 3 individual firms shall be allowed and one of the member should lead Partner.
10.	Time and date of the Proposal submission deadline: Time: 18:00 hrs & Date: 06/07/2017
11.	Consultants must submit the original, two hard copies and one soft copy (CD) of the Technical Proposal, to the Employer to the following address: 2nd Floor, MMRCL Building, Bandra Kurla Complex, Bandra (E), Mumbai 400 051, India Proposals must be submitted no later than the following date and time: - Time: 18:00 hrs & Date: 06/07/2017
12.	Following Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal
	<p>a. Copy of Contract/work orders indicating the details of previous assignment, client etc. The Competent authority of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment must be provided to ascertain relevance (Annexure II & Annexure III)</p>

	<p>b. CVs of key personnel (clearly stating tenure of the key personnel working with the current firm) and details of associate/s likely to be involved in executing this assignment, must be submitted (Refer Annexure V)</p> <p>c. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.</p> <p>d. A Certificate regarding non-disclosure/sharing of confidential information with third parties.</p> <p>e. Annual Turnover Certificates & audited balance sheet for last 3 financial years (Yr 2013-14 , Yr 2014-15, Yr 2015-16) (as per Annexure VI)</p> <p>f. Certificate of incorporation, PAN Number & Service Tax Registration.</p> <p>g. Covering letter declaring the offer to be unconditional, confirming its validity for 120 days and a list of all the documents submitting along with the Bid.</p>
13.	The firm should provide litigation history along with the technical proposal, (Annexure VII)
14.	Copy of valid Partnership deed / JV /MoU should be attached along with the technical proposal.
15.	Authority letter clearly mentioning details of authorized representative of the Consultant to execute the contract formalities should be attached along with technical proposal.
16.	Expected date (month/year) for public opening of Financial Proposals: 17/07/2017 at: MMRCL NaMTTRI Building, Bandra Kurla Complex, Bandra (East) Mumbai-400 051
17.	Pre-bid meeting to be held on 15/06/2017 at 1200 hrs
18.	Quality cost Ratio: 70:30 (Technical Eligibility: Financial Eligibility)
19.	Expected date and address for contract negotiations: Date: 15 days after opening of Financial proposal Address: 2 nd Floor, Committee Room, MMRCL NaMTTRI Building, Bandra Kurla Complex, Bandra (East) Mumbai-400 051
20.	Expected date & place for commencement of services: Aug 2017, Mumbai.

Criteria & Point System for Quality & Cost Based System:

<u>S. No.</u>	<u>Criteria</u>	<u>Points</u>
1.	Experience of the Consultants relevant to the assignment:	
	a. Experience of real estate projects of comparable size, complexity, and technical specialty. (Minimum 30000 Sqm Built up area) b. And Height of building and its complexity Details: High Rise Buildings having total number of floors ≥ 20 No. of Projects: =2 Nos – 6 Points 3 Nos – 8 Points 4 Nos – 10 Points	10
2.	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	i) Technical approach and methodology (5 Points) ii) Work plan (7 Points) iii) Organization and staffing (8 Points)	20

3. Key Personnel Qualification and Competency				
S. No.	Personnel	Qualification	Experience	Points
a.	Principal Architect	Graduate in Architecture	20 Years, 10 Years or more in similar capacity, Age Limit -70 Years	10
b.	Senior Architect	Graduate in Architecture	15 Years, 7 Years or more in similar capacity	4
c.	Town planner	Post Graduate in Town Planning	10 Years or more in similar nature	4

Consultant

ED (Planning)

d.	Project Coordinator	Graduate in Civil Engineering /Architecture and Diploma in Project Management	15 Years or more in project management services	10
e.	Senior Structural Engineer	Graduate in Civil Engineering/ Post Graduate in Structural Engineering	15 Years or more in structural design and analysis	10
f.	Senior Resident Engineer	Graduate in Civil Engineering and Degree/ Post graduate Diploma in Construction Management and Planning	8 Years or more of experience in similar nature	10
g.	Senior MEP Engineer	Graduate in Electrical or Mechanical Engineering	10 Years or more in High Rise building projects	8
h.	Quantity Surveyor	Graduate in Civil Engineering	10 Years or more of Experience	5
i.	QA/QC Engineer	Graduate in Civil Engineering	10 Years or more of Experience	5
j.	Environmental Engineer	M. Sc./M Tech. in Environmental Science/ Engineering	10 Years or more of Experience	4
Total Points for criteria				70

Evaluation of proposal: Technical and Commercial scores:**Technical Score (X) :**

Only those Bidders who have secured Technical Score(X) of 70 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 70 for Technical Score shall be rejected.

Financial Score: (Y)

The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR.

In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The financial scores of other bidders for the project shall be computed as follows:

[The 'financial score' of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the qualified bidder Rs.] [Offer quoted by the respective Bidder (Rs.)]
--	---------	--

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

The bidder with highest score will be qualified as L1 etc.

SECTION 3.

TECHNICAL PROPOSAL STANDARD FORMS

Technical approach, methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present their Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) Technical Approach and Methodology: Consultant should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Consultant should highlight the problems being addressed and their importance, and explain the technical approach to address them. Consultant should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the MMRCL), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here.

c) Organization and Staffing: The consultant should propose and justify the structure and composition of their team. Consultant should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

Team Composition and Task Assignments- CVs of the Professional staff as mentioned below signed by the staff themselves or by the authorized representative of the Professional Staff (Annexure V), to be submitted along with the technical proposal.

1. Key Technical / Managerial Staff

Sr. No.	Minimum No. Required	Position	Task
1	1	Principal Architect	Architectural / designs drawings
2	1	Senior Architect 1	Site Co-ordination and Designs
3	1	Town Planner	Ascertaining Building permissions under DC Regulation 1991 and conformation to MRTP Act and other provisions.
4	1	Project Coordinator	Site Co-ordination
5	1	Senior Structural Engineer	Structural Designs & Drawings
6	1	Senior MEP Engineer	All MEP related planning, coordination, supervision
7	1	Sr. Resident Engineer	Supervise Planning, Coordination, and implementation of Construction Projects
8	1	Quantity Surveyor	Estimation, Processing of R.A. Bills
9	1	QA/QC Engineer	Quality Assurance and Quality Control of construction work
10	1	Environmental Engineer	Solid Waste management, Debris Disposal, recycling, public health, and water and air pollution control.

2. Engineers & Supervisory Staff

Sr. No.	Position	Task
1	Resident Engineer	Planning, overall Supervision etc.
2	Structural Engineer	Structural Design
3	Civil Engineers (2 Nos.)	for estimation, supervision, sanitary, plumbing etc.
4	MEP Engineer (2 Nos)	for estimation, supervision, quality control etc.
5	Quality Control / Material Engineer (2 Nos)	For Quality supervision, Procurement etc.
6	Safety Officer (2 Nos)	For Health and Safety, Environment related supervision etc.
7	Urban Designer	Interpretation of guidelines and formulating strategies for building massing, integrating strategies for human scale within the design.

Consultant

ED (Planning)

3. Support Staff

Sr. No.	Position	Task
1	Other supporting staff- Steno- typist (1 Nos)	Clerical work

Note: Safety officer from CLI (Central Labour Institute)/ RLI (Regional Labour Institute) and to be satisfy the BOCW Act 1996 and rule made under it. 1 Nos of Senior Safety officer having 15 years of experience and 1 Nos of Junior safety officer having 5 years of experience in the field of safety, and should be responsible for entire Health and management system as desired by MMRCL Safety department.

Note: Annexure IV to be attached with Technical Proposal.

Tentatively 391-man month for Key personnel and 442 Man month for Engineers & Supervisory staff shall be deployed during execution of this contract.

SECTION 4.

FINANCIAL PROPOSAL STANDARD FORMS

FINANCIAL PROPOSAL SUBMISSION FORM

FROM: _____

M/s. Architectural and Consultancy
services

To,
The Executive Director (Planning),
Mumbai Metro Rail Corporation
NaMTTRI Bldg., Plot No. R-13, E Block,
Bandra Kurla Complex,
Bandra (E),
Mumbai – 400 051.

SUB: Architectural, Structural Design and Project Management Consultancy Services for
the redevelopment of project affected buildings at Kalbadevi and Girgaon stations
of Mumbai Metro Line 3.

Dear Sir/ Madam,

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 inclusive of
all taxes and applicable service tax for this work shall be as follows:

Consultant

ED (Planning)

S. No	Name of Work	Time limit for Consultancy	Lumpsum Fees
1	Architectural, Structural Design Fee (As per scope of Tender)	48 Months	In figures: - In Words: -
2	Project Management Consultancy	48 Months	In figures: - In Words: -
TOTAL			In figures: - In Words: -

(Total fees will include services such as Preparation of all architectural design, plans, estimates, draft tender papers, RCC designs, supervision and allied services including RCC, Electrical and plumbing, firefighting, Project management Consultancy Services and all other similar activities for the subjected work. Our Financial proposal shall be binding upon us.)

(Details of the above fee to be furnished as per Annexure-I)

We remain,

Yours sincerely,

M/s. Architectural and Consultancy services

Consultant

ED (Planning)

SCHEDULE OF PAYMENT

Sr. No	Action	Percentage Fees	Cumulative Time limit From Appointment days
1	On appointment order	5%	15
2	On preparation of conceptual designs plans and site survey. Preparation of layout building plans, etc.	5%	60
3	RCC Designs, Working Drawings and any other related Design & Drawings, etc.	15%	180
4	On submission of draft bid document, bills of quantities along with specifications and drawings etc. and invitation of bids.	5%	45
5	On Receipt of bids Evaluation of bid and award of work	5%	90
6	During Construction on monthly basis spread over stipulated construction period at a uniform percentage rate,	60% (*)	1460
7	During the defect liability period of 24 months after completion on monthly basis spread over defect liability period at uniform rate.	5%	2190

(*) – PMC Payment will be made 40% as per progress of work and 60% as per deployment of man power.

In case of delay due to the inefficiency of the Consultants, the payment reduced as per this clause will not be released.

SECTION 5.

TERMS OF REFERENCE

5.1 MMRC is carrying out Redevelopment & Rehabilitation for the PAPs of Girgaon and Kalbadevi Metro stations by providing all Infrastructure facilities like roads, storms water drains, water supply lines, sewer lines, etc. The Architect Consultant is required to provide services for architectural planning, designing, Structural designs , supervising during construction and defect liability period etc. for the work briefed as below :

“Architectural and Structural Design and Project Management Services for the redevelopment of project affected buildings at Kalbadevi and Girgaon stations of Mumbai Metro Line 3.”

5.2 A CONCISE STATEMENT OF OBJECTIVES AND SERVICES EXPECTED:

5.2.1 **As Architect :-** Prepare architectural plans and prepare detailed designs for all the components of project including civil Structural ,electrical, HVAC, lifts, plumbing, drainage, on site / offsite infrastructure ,landscaping etc. Preparation of bills of quantities, tender documents, invitation of bids, scrutiny of tenders.

5.2.2 **As PMC (Consultant) :-** Scrutinize and approve the quality assurance plan enforce the plan as required and record measurement, test report prepare bill of the contractor with rate analysis and then stage wise certify the work for taking over the same by MMRC. The Consultant is supposed to carry out day to day supervision of the work and maintain necessary site records & test results and will be dealing with project up to defect liability period (Duties of consultant are also mentioned in relevant clauses).

5.3 SCOPE OF SERVICES OF CONSULTANTS

5.3.1 Consultant will prepare/obtain all necessary documents, reports, plans, drawings and other papers as well as copies of statutory provisions from the appropriate sources and other consultants appointed by MMRC.

5.3.2 Finalize PERT / CPM and Bar Chart in consultation with MMRC and contractor, showing physical and financial targets proposed to be achieved month wise for the period of contract.

5.3.3 Monitor the physical and financial progress of work as against the document as at para (5.3.2) above. The consultant should submit monthly progress report in the format prescribed by MMRC indicating physical and financial progress achieved

Consultant

ED (Planning)

together with shortfalls and reasons thereof, corrective actions, implications etc. to ensure quality of works and timely execution of works.

5.3.4 To organize supervision of project as per progress of work .The Consultant will arrange supervision which shall take place at the time of finalizing lineout, at the time of foundation laying, plinth level, first lintel level, every slab level, before masonry work on each floor before plastering, internal as well as external, before fixing the toilet fixtures, before waterproofing, before fixing of shutters and at such time if major deviation to be made from earlier decision. Adequate supervision should be ensured from issue of work order up to the date of Occupation certificate and up to the defect liability period.

5.3.5 The Consultant shall carry out checking and certify the following:

- i. Reinforcement (Including Structural Design)
- ii. Bearing capacity of foundation stratum.
- iii. Design mix.
- iv. Temporary work / centering and short laying work.

5.3.6 The Consultant shall maintain following record through the consultants staff:

- i. Measurement books recording measurement of various components with certification,
- ii. Works order book, including the status of compliance on orders issued by MMRC.
- iii. A site diary – Daily Reports
- iv. Quality control records in prescribed format.
- v. Records of rejected works / rectifications done.
- vi. At the end of works to check “ as built drawing” to be provided by Contractor
- vii. Field books for initial and final levels of excavations and other control levels duly signed by the Contractor.
- viii. Preparation of record drawings and maintaining visits / document up to defect liability period.

ix. Any other relevant necessary records.

5.3.7 The Consultant shall perform following duties as part of Contract management Consultant and will act as representative of the Engineer – in –charge for the Works:

- i. Advising MMRC in acting and certifying construction programs (including updated versions) during original intended completion period of months and extended period approved by the MMRC.
- ii. Advising MMRC in checking and certification of progress reports furnished by the Contractor.
- iii. Ensuring timely completion, particularly bringing out delay and non-achievements with suggestions for Speeding up the progress.
- iv. Assisting MMRC in sending replies, evaluating claims of Contractor for extra items and for obtaining approvals, sanctions, and permissions from other government /local / public authorities.
- v. Consultant will be reporting to MMRC for his immediate actions, the events of omissions, commissions, sub-standards, work etc. by the contractor.
- vi. Assisting MMRC on all issues related to contract like liquidated damages, Extensions of the time limit etc.
- vii. Building records /documentary evidence in support of diary including Photographs.
- viii. Assisting the MMRC in discussions / meetings / reviews by senior Officers of MMRC and/or with Contractor, Consultant etc.
- ix. To make the contractor aware of the environment related litigations or enhancement measures to be taken.
- x. Advising MMRC on the quality of the actual implementation of works (Including the environmental mitigation / enhancement measures to be taken)
- xi. Preparation of RCC designs structural designs and certifying the RCC design.

- xii. Critical comments on layout submitted by the contractor.
- xiii. Submission of Weekly and Monthly progress reports

5.3.8 The structural engineer should verify reinforcement in the work at appropriate stages and record his acceptance in measurement book.

5.3.9 To arrange and carry out tests as given below including quality assurance:

- i. Witnessing test in construction field laboratories, third party laboratory and certifications of results frequency, acceptance, etc. advising issues of noncompliance.
- ii. If required, and in any case arranging for confirmatory (third party) testing 50% samples from recognized laboratory, ensuring reconciliation between sets of results.
- iii. Ensuring adequate and qualified contractor site teams, plant and equipment's workmanship including suggestion on improvements required at various stages.
- iv. Referring areas /specifications needed for updating.
- v. Confirmation to satisfactory performance of the finished item /system / building as a whole prior to measurement and payment and while taking over.

5.3.10 Consultant must be conversant with digital system and should have provision of SAP/ERP systems for processing of payments.

5.3.11 Consultant should provide stability certificate/BCC to client which is required, to obtain Occupation Certificate for MCGM.

5.4 OTHER DUTIES

5.4.1 Co-ordination – Co-ordinate with MMRC, with statutory authorities such as traffic department various utility providers etc. and other agencies and General Consultants appointed by MMRC.

5.4.2 Advising rectifications during the Defect liability period

5.4.3 Certification of final acceptance at the end of DLP with specific recommendations for refund of balance SD / recovered and withheld amounts.

The Consultants shall submit the following reports as part of supervision and construction monitoring:

1	Inception Report	(2 copies)	Within 2 weeks
2	Monthly progress reports on achievements and other important aspects.	(2 copies)	Every month
3	Special reports, if required for appraisal of MMRC	(2 copies)	As and when required
4	Special report on any important feature , aspect like claims ,variations etc. including financial analysis	(2 copies)	Whenever asked for or found necessary
5	Complete bid document	As per requirement	Within 4 weeks
6	Final report	(2 copies)	Within 30 days from completion of project.
7	Completion report at the end of DLP	(2 copies)	Within one months after DLP is over.

Additional copies of above reports if required shall be furnished by the consultants without any extra cost to MMRC.

5.5 CONSULTANT INPUT

5.5.1 The Consultants are required to make their own requirement / assessment of the manpower required in terms of man – month for the different categories of

Consultant

ED (Planning)

personnel proposed to be deployed for carrying out the technical audit of the work as envisaged in this TOR.

5.5.2 Consultants shall submit the details of manpower deployment required for each quarter in advance. Throughout the contract period he should deploy the personnel as mentioned at section 3 Technical Proposal, according to progress of work. Consultant shall certify actual deployment of manpower at the end of every month, which shall be taken in to account while calculating his fees.

5.5.3 PAYMENT IF PROJECT IS DELAYED

i. In the event of period of construction extended beyond base completion period plus variation period (as agreed by client & consultant), monthly additional payment will be subject to the ceilings given below.

$$\frac{80 \text{ X Consultancy Fees for the Project Management}}{100 \text{ X Contract Period in Months}}$$

ii. The payment for the extended period will be made on actual man – month, with prior approval from employer (Client). The additional payment will be worked out in proportion of deployment of actual man months, certified by engineer in charge.

iii. (a) Architectural Consultant payment is as per the milestone in the schedule of payment (on page 14).

(b) PMC Payment will be made 40% as per progress of work and 60% as per deployment of man power.

5.5.4 The Consultant will be responsible for making his own arrangements for accommodation at his own cost for his staff, including furniture, equipment & maintenance. Accommodations shall have uninterrupted power and water supply.

5.5.5 Consultant shall provide his service for time period from date of work order to consultant up to completion of work. Consultant shall also provide necessary staff during the defect liability period.

SECTION 6.

STANDARD FORMS OF CONTRACT

6.1 FORM OF CONTRACT

Name of work: Architectural, Structural Design and Project Management Services for the redevelopment of project affected buildings at Kalbadevi and Girgaon stations of Mumbai Metro Line 3.

Agreement

This Agreement is made on the ____ day of the month of _____ between, on the one hand, MMRC (herein after called the “Client”) and, on the other hand ___ consultants for the work of **“Architectural and Structural Design and Project Management Services for the redevelopment of project affected buildings at Kalbadevi and Girgaon stations of Mumbai Metro Line 3.”**

(Hereinafter called “Architect & Consultants”)

WHEREAS

- a. The Client has requested the Architect & Consultants to provide certain consulting services as defined in the General Conditions and elsewhere of Contract attached to this Contract (herein called the “Services”)
- b. The Architect & Consultants, having selected by the Client based on the tenders invited and they have required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1) The following documents attached hereto shall be deemed to form an integral Part of this contract.
 - i. The General conditions of contract (herein after called GC)
 - ii. The Special conditions of contract (herein after called SC)
 - iii. The following Appendices & Annexures

Consultant

ED (Planning)

- Appendix A : Site Plans and Area Statement.
- Annexure I : Proforma for Justifying quoted lumpsum fees
- Annexure II : List of Similar works completed in last 5 years
- Annexure III : List of similar works in hand
- Annexure IV : Key Personnel and Sub-Consultants
- Annexure V : Format for CV of proposed Key Staff
- Annexure VI : Financial Statement
- Annexure VII : Litigation History

- 2) The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- a) The Consultants shall carry out the Services in accordance with the Provisions of the Contract; and
 - b) The client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
M/s. Architectural and Consultancy Service

FOR AND ON BEHALF OF
MMRC

Consultant

ED (Planning)

6.2 GENERAL CONDITIONS OF CONTRACT

6.2.1 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 MMRC 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) “SC” 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.

6.2.2 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:

6.2.3 Law Governing Contract

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

6.2.4 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 SC.

6.2.5 Location

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

6.2.6 Authorized 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 SC.

6.2.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied Under the Applicable Law.

6.2.8 Commencement, Completion, Modification and Termination of Contract

6.2.8.1 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 shall confirm that the effectiveness conditions, if any listed in the SC have been met.

6.2. 8. 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 SC.

6.2. 8. 3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 6.2.8.10 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 SC.

6.2. 8. 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.

6.2. 8. 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.

6.2. 8. 6 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.

6.2. 8. 7 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.

6.2. 8. 8 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.

6.2. 8. 9 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.

6.2. 8. 10 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 6.2.8.9 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.

6.2.9 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 6.2.8.10 hereof, or upon expiration of this contract, pursuant to Clause GC 6.2.8.3 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.

6.2.10 Disputes about Events of Termination

- a) Except where otherwise specified in the contract and subject to the powers delegated to him by MMRC 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

6.2.11 Obligations of the Consultants

6.2.11.1 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.

6.2.11.2 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:

- a. 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
- b. After the termination of this contract, such other activities as may be specified in the SC.

6.2.11.3 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.

6.2.11.4 Liability of the Consultants

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

6.2.11.5 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 SC , 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.

6.2.11.6 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 Rs. 50,000/- 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 SC.

6.2.11.7 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.

6.2.11.8 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 SC.

6.2.11.9 Equipment and Material Furnished by the Client

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

6.2.12 Consultants Personnel and Sub –Consultants

6.2.12.1 General

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

6.2.12.2 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.

6.2.13 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.

6.2.14 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 remains absent from work for more than 15 days, proportionate payment will be deducted from consultant's payments.

6.2.15 Fairness and Good Faith

6.2.15.1 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.

6.2.15.2 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.

6.3 SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2.4	<p>The addresses are:</p> <p>Employer:</p> <p>Mumbai Metro Rail Corporation Limited</p> <p>Attention: R. Ramana, Executive Director (Planning)</p> <p>Consultant: (Registered address of awardee tenderer)</p> <hr/> <hr/> <hr/>
6.2.6	<p>The authorized Representatives are:</p> <p>For the Employer: R. Ramana, Executive Director (Planning)</p> <p>For the Consultant: The Authorized Representative, mentioned in Authority letter.</p>
6.2.7	<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 may be lawfully imposed.</p>
6.2.8.1	<p>The effective date shall come into effect on the date contract is signed by both parties</p>
6.2.8.2	<p>The date of commencement of services is 15 days from the effective date.</p>
6.2.8.3	<p>The time period shall be 48 months from the effective date of contract</p>
6.2.11.4	<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</p>

Consultant

ED (Planning)

	<p>Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> i) For any indirect or consequential loss or damage, and ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants <p style="text-align: center;">Or</p> <p>(B) entitled to receive from any insurance maintained by the Consultants to cover such a liability,</p> <p>whichever of (A) or (B) is higher.</p> <p>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>
<p>6.2.11.5</p>	<p>The risks and the coverages shall be as follows: The insurance shall be Taken from: Directorate of Insurance Maharashtra State, Mumbai - 400 051.</p> <ul style="list-style-type: none"> 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. b) Third Party liability insurance with a minimum coverage of Rs.5.0 Lakh for the period of consultancy. c) Professional liability insurance, with a minimum coverage equal to Estimated remuneration and reimbursable as per 6.2 (a) (ii) of SC of the consultancy.

	<p>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</p> <p>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.</p>
6.2.11.8	The Consultants shall not use these documents for purposes unrelated to this Contract without the Prior written approval of the Client.

Annexure-I

Following pro forma justifying quoted Lumpsum fees

A- Remuneration for Key Professional Staff:

S. No.	Position	Salary per month	Requirement as per contract	Total salary
1				
2				

B- Remuneration for Supporting, Engineers, Supervisory Staff:

S. No.	Position	Salary per month	Requirement as per contract	Total salary
1				
2				
3				
4				

C- All other Miscellaneous expenses:

All other local Services rentals, transportation, utilities, survey, preparation of printing drawings (any size & number)/reports, office furniture & equipment, communication etc. complete including overheads.	
Total Cost (C) for 48 months	

Total Cost of Consultancy work i.e. (A+B+C) = D

Rs.

Annexure-II**LIST OF SIMILAR WORKS COMPLETED IN LAST FIVE YEARS**

S. No.	Name of Work and Location	Owner or Sponsoring Organization	Cost of Work (In Lakhs)	Date of commencement as per work order	Stipulated completion date	Actual completion date

Note: - Work order along with completion certificate copies, duly signed by competent

Authority must be attached. Consultant may use additional sheets if required.

Seal and signature of bidder

Consultant

ED (Planning)

Annexure-III**LIST OF SIMILAR WORKS IN HAND**

S. No.	Name of Work and Location	Owner or Sponsoring Organization	Cost of Work (In Lakhs)	Date of commencement as per work order	Stipulated completion date (as per Contract)	Proposed completion date

Note: -Work orders, duly signed by competent Authority must be attached. Consultant may use additional sheets if required.

Seal and signature of bidder

Consultant

ED (Planning)

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 48 month contract period shall be submitted along with technical proposal.

Annexure- V**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position: _____
2. Name of Staff: _____
3. Date of Birth: _____ (Please furnish proof of age)
4. Nationality: _____
5. Educational Qualification: (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)
6. Membership of professional societies: _____
7. Publication: (List of details of major technical reports/papers published in recognized national and international journals)
8. Employment Record: (Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments alongwith task performed in detail. For experience period of specific assignment must be clearly mentioned, also give client reference, where appropriate).
9. A) Education:
 - i) Field of Graduation and Year
 - ii) Field of post-graduation and year
 - iii) Any other specific qualificationB) Experience
 - i) Total experience in Buildings: _____ Yrs
 - ii) Responsibilities held: _____ Yrs
 - iii) Relevant Experience: _____ YrsC) Permanent Employment with the Firm (Yes/No):

If yes, how many years:

If no, what is the employment:

Arrangement with the firm?
10. Detailed Tasks Assigned: (List all tasks to be performed under this Assignment/Job)

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm only scan copy from original document is to be submitted, photocopies will not be considered for evaluation. Experience certificate from the previous employers should be enclosed wherever necessary.

Annexure-VI
Financial Statement

Particulars	Financial Year		
	2013-14	2014-15	2015-16
a) Gross Annual Turnover on construction work Rupees (In Lakhs)			
b) Profit / Loss Rupees (In Lakhs)			
c) Certified By			

Annual turnover certificates & audited balance sheets for last 3 financial years to be attached duly signed and verified by Chartered Accountant.

Name and Address of Chartered Accountant:

Annexure-VII**Litigation History**

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

APPENDIX A
SITE PLANS AND AREA STATEMENT

S. No.	Block	Residential		Commercial		Grand Total		Plot Area (In Sq.m.)
		No. of Units	Carpet Area (Sq.m.)	No. of Units	Carpet Area (Sq.m.)	No. of Units	Carpet Area (Sq.m.)	
1	Kalbadevi-K1	40	1760.16	111	2074.53	151	3834.69	1523.9239
2	Kalbadevi-K2	18	306.28	109	1495.04	127	1801.32	1396.6173
3	Kalbadevi-K3	6	190.01	16	2203.87	22	2393.88	1595.24
4	Girgaon- G1	30	630.17	9	189.66	39	819.83	386.2315
5	Girgaon- G2	21	842.62	18	252.24	39	1094.86	394.151
6	Girgaon- G3	197	6020.07	68	2471.2	265	8491.27	3240.221
TOTAL		312	9749.31	331	8686.54	643	18435.85	8536.3847

K1	Kapadia Chambers
	Dharamsee Building
	Building No. 591
	Chhugulal Mansion
	Pokhraj Building
	Rajsheela
	Khan House
K2	Fish Market
	Sona Chambers
	Hem Villa
	Chatriwala/ Katawala
	Amrut Niwas-A
K3	Kamaniwadi

G1	VIP Luggage
	Vitthaldas Nivas
G2	Swami Niwas
	Shree Ram Bhuvan
G3	Suryamahal and Chandra Mahal

Note: The figures and buildings shown in this statement are tentative and subject to change. Final figures of area and correct site plans will be made available before signing of contract.

Building Name	Total Carpet Area (in Sq.ft.)		
	Residential	Commercial	Shops
KALBADEVI			
Kapadia Chambers		9,222	2,911
Dharamsee	101		785
Building No. 591	1,832	388	779
Chuggulal Mansion	3,103	832	785
Pokhraj Mansion	4,012		
Rajsheela		5,010	1,061
Fish Market	295	2,118	2,058
Sona Chambers	131	5,588	1,554
Hemvilla	426	1,287	1,560
Chatriwala/ Katewala	581		569
Amrut Niwas A	245		744
Kamani Wadi	2,045	21,328	2,394
Khan House	10,456		
Total A (Kalbadevi)	23,227	45,773	15,200
GIRGAON			
Vitthaldas Niwas	6,783		513
Ram Bhuvan	1,488	113	1,309
VIP Luggage			1,528
Swami Niwas	7,582		1,293
Suryamahal/ Chandra Mahal	64,799		26600
Total B (Girgaon)	80,652	113	31,243
TOTAL (A+B)	103,879	45,886	46,443

Note: The figures and buildings shown in this statement are tentative and subject to change. Final figures of area and correct site plans will be made available before signing of contract.

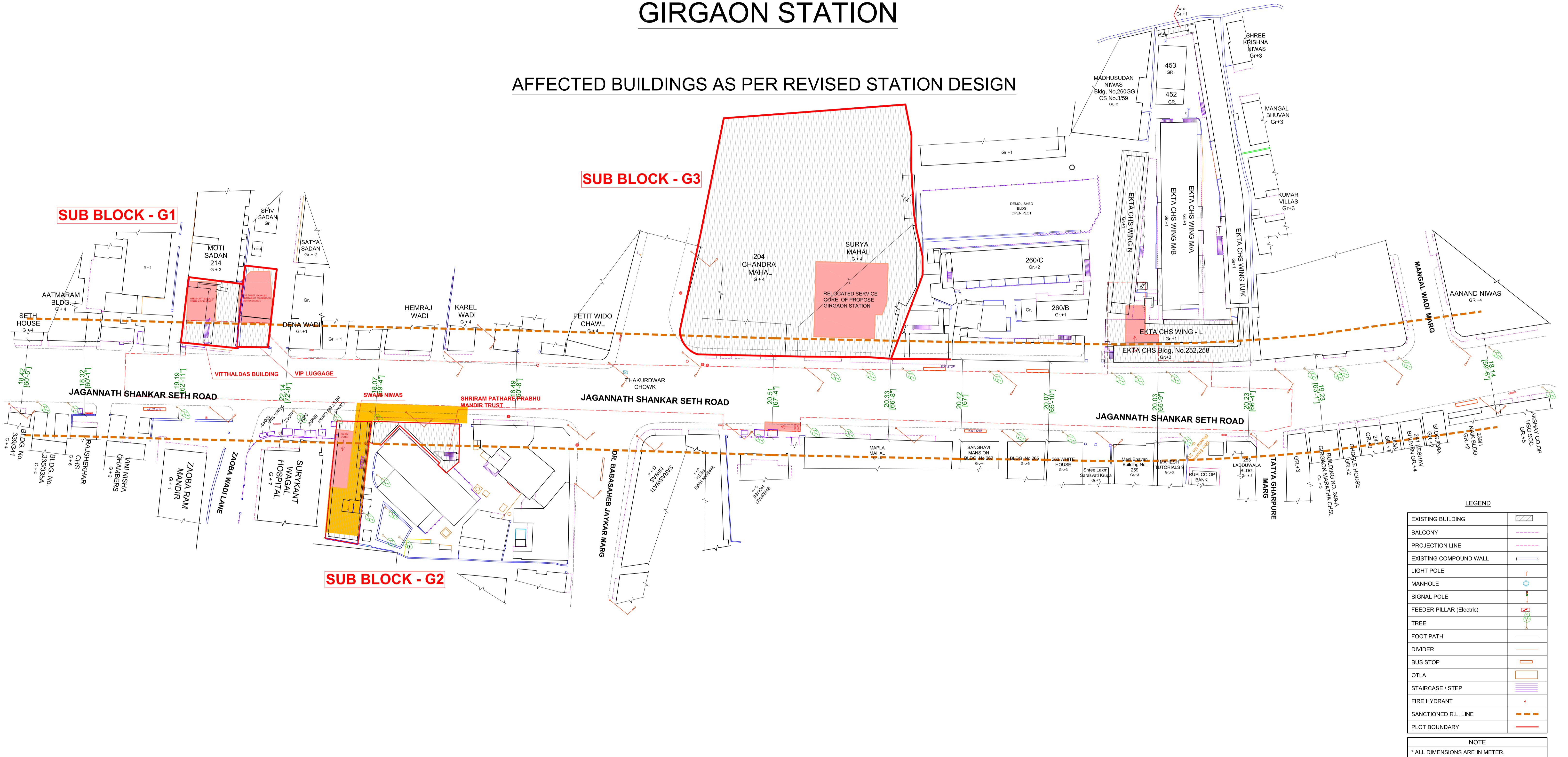
Check list of Documents

The bids shall be accompanied with the followings:

	1) Document Fee (Rs 25,000/-)	Yes/ No
Envelope A TECHNICAL PROPOSAL	i) Copy of Work Orders/ Self-certification	Yes/ No
	ii) List of similar works completed in last five years (Annexure II)	Yes/ No
	iii) List of similar works in Hand (Annexure III)	Yes/ No
	iv) Key personnel and Sub Consultants-Resume of Team members with supporting documents – (Annexure IV and Annexure V)	Yes/ No
	v) Undertaking that the firm/Institution is not blacklisted by any Government or its agencies including Central/ state level Public Enterprises	Yes/ No
	vi) Undertaking regarding Non-Disclosure/sharing of confidential information with third parties.	Yes/ No
	vii) Annual Turnover Certificates & audited balance sheet for last 3 financial years(Yr 2013-14 , Yr 2014-15, Yr 2015-16) – (Annexure VI)	Yes/ No
	viii) Certificate of incorporation, PAN Number & Service Tax Registration	Yes/ No
	ix) Letter declaring offer to be unconditional, confirming its validity for 120days.	Yes/ No
	x) Litigation history (Annexure VII)	Yes/ No
	xi) Copy of valid Partnership deed / JV / MOU, if any	Yes/ No
	xii) Authority letter clearly mentioning details of authorized representative	Yes/ No
Envelope B FINANCIAL PROPOSAL	1) Financial Proposal- Standard form	Yes/ No
	2) Annexure I- Proforma of Lumpsum Fees	Yes/ No

GIRGAON STATION

AFFECTED BUILDINGS AS PER REVISED STATION DESIGN



KALBADEVI STATION

AFFECTED BUILDINGS AS PER REVISED STATION DESIGN

LEGEND	
	EXISTING BUILDING
	BALCONY
	PROJECTION LINE
	EXISTING COMPOUND WALL
	LIGHT POLE
	MANHOLE
	SIGNAL POLE
	FEEDER PILLAR (Electric)
	TREE
	FOOT PATH
	DIVIDER
	BUS STOP
	OTLA
	STARCASE / STEP
	FIRE HYDRANT
	SANCTIONED R.L. LINE
	PLOT BOUNDARY
NOTE	
• ALL DIMENSIONS ARE IN METERS.	

