



# Request for Proposal

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BID PROCESS MANAGEMENT OF NON-FARE BOX REVENUE  
STREAMS FOR MUMBAI METRO LINE-3 [2ND CALL]

*(E-TENDER)*

**Mumbai Metro Rail Corporation Limited**

Hallmark Business Plaza, 8<sup>th</sup> Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra

400051

## DISCLAIMER

All information provided as a part of this Request for Proposal (RFP) Document to the prospective 'Bidding Entities' by Mumbai Metro Rail Corporation Limited (MMRCL), is subject to the terms and conditions set out by MMRCL and as shall be laid down in the 'License Agreement' of 'Contract' to be executed between MMRCL and the Bidding Entity.

The objective of this RFP Document is to provide information to the interested entities about requirements of MMRCL and to facilitate their application for the project. This RFP Document does not claim to contain all the information as may be required at the time of execution of work. Each Bidding Entity is advised to conduct its own survey for commissioning the work and check the accuracy, reliability and completeness of the information in this RFP Document and obtain independent advice from appropriate sources as deemed necessary. MMRCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. MMRCL may, at their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.



**MUMBAI METRO RAIL CORPORATION LIMITED**  
(A JV-SPV of Govt. of India and Govt. of Maharashtra)

Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East,  
Mumbai - 400 051

### REQUEST FOR PROPOSAL

MMRCL invites Request for Proposal (RFP) from interested entities for selection of Consultant for  
**'Bid Process Management of Non-Fare Box Revenue Streams for  
Mumbai Metro Line-3 [2<sup>nd</sup> Call]'**

Interested entities should submit Proposal online  
at [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) as per the prescribed guidelines  
by 20<sup>th</sup> April 2021, 6:00 pm

Date & Time: 30<sup>th</sup> March, 2021 at 12 noon | Place: Mumbai

-Sd-  
Executive Director (Planning)

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## 1 Letter of Invitation

No: MMRCL/Planning/PLN49/NFBR/RFP/02/2021

30<sup>th</sup> March 2021

**Sub: Letter of Invitation (LOI) – for “Selection of Consultant for Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3 [2<sup>nd</sup> Call]”**

Dear Sir/Madam,

### 1. Background

Mumbai Metro Rail Corporation Ltd (MMRCL), a JV-SPV (50:50) of Government of India (GoI) and Government of Maharashtra (GoM) is implementing Mumbai Metro Line-3 which is a 33.5 km fully underground metro corridor with 27 stations. As per the Union Cabinet approval granted for this project, INR 1,000 Cr. is to be mobilised from Non-Fare Box Revenue means. MMRCL has carried out a Feasibility Study for Non-Fare Box Revenue (NFBR) generation which has identified all the NFBR heads and prepared draft RFPs for the appointment of agencies.

Work on the construction of Mumbai Metro Line-3 is in full swing; over 87% of the metro tunnelling works have been completed till October 2020 and station works are on-going. The station interior designs are under preparation and are expected to be finalised shortly. The metro is scheduled to become operational in two phases:

- Phase 1: Aarey to BKC – September 2022
- Phase 2: BKC to Cuffe Parade – March 2023

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

### 2. Objective of the Consultancy Assignment

The Consultant shall review the NFBR feasibility report, evaluation of EOI for In-Station Commercial Space Leasing and the draft RFPs and finalise the tender documents and assist MMRCL in the bidding process to select suitable agencies for the identified NFBR heads.

Following award of contracts, the Consultant shall assist with preparing concession agreements and signing of the agreement with the winning Consultant. The scope of work is summarised in the table below and further detailed in Section 8 of the RFP document.

**Summarised Scope of Work:**

SN	Name of Work	Description	
1	Transaction Advisory for:	General:	Specific:
	i. <b>In-Station Commercial Development</b>  ii. <b>Advertisement Tender Process</b>	<ul style="list-style-type: none"> <li>• Continuous liasioning with prospective bidders to convince them to take favourable business decision through cost benefit analysis</li> <li>• Recommend updates to RFP in line with the best practices followed by metros across India &amp; globally</li> <li>• Assist in pre-bid meeting &amp; publishing 'Response to Queries' &amp; addenda</li> <li>• Support MMRC in publishing articles to promote attractiveness of the opportunity</li> <li>• Evaluation of bids received &amp; assistance upto award of tender</li> </ul>	<ul style="list-style-type: none"> <li>• Finalise strategy for publishing RFPs - Master Concessionaire or individual tenders - for different types of commercial spaces</li> </ul> <p><b>Advertisement inventory for all stations:</b></p> <ul style="list-style-type: none"> <li>• Present business case to prospective bidders in terms of ridership estimates, no. of potential impressions &amp; costing, ensuring no conflict of branding rights, etc.</li> <li>• Finalise tender structure - advertisement inventory to be packaged into single or multiple tenders</li> </ul> <p><b>Advertisement rights inside Direct Access Subways:</b></p> <ul style="list-style-type: none"> <li>• Bundling/unbundling of the advertisement rights inside Direct Access Subways with the larger Advertisement package to be evaluated &amp; accordingly RFPs to be finalized</li> </ul> <p><b>Liaisoning &amp; finalizing In-Tunnel Advertising Operators:</b></p> <ul style="list-style-type: none"> <li>• Assess commercial viability of in-tunnel advertising</li> <li>• Liaise with prospective national/international firms in the field of in-tunnel advertisement</li> <li>• Assist in creating documents for engaging with firms involved in such unique technology</li> </ul>
2	<b>Metro Station Direct Access</b>	<ul style="list-style-type: none"> <li>• Ensuring prospective bidders' financial commitment for undertaking Technical study through identified Consultants</li> <li>• Continuous liasioning with prospective developers to convince them to take favourable business decision by cost benefit analysis</li> <li>• Preparation of draft JDA &amp; assist upto final signing with developers</li> </ul>	

SN	Name of Work	Description
3	Onboarding Support for all contracts	<ul style="list-style-type: none"> <li>• Finalisation of concession agreements and execution assistance including securing bank guarantees and other formalities</li> <li>• Coordinating utilities and space requirements between the Concessionaire &amp; MMRCL Planning, Project and Systems teams for each station; and assist in drafting related correspondence/reports/Minutes of Meeting, etc.</li> <li>• Review media/retail/systems layout plans submitted by the Concessionaire for approval by all MMRCL departments</li> <li>• Raising of first advance invoice by MMRCL against license fee before commissioning &amp; supporting activities leading up to commissioning of line</li> </ul>

**3. Eligibility Criteria:** Eligibility Criteria for the assignment is given in the Instructions to Consultants (ITC) at Clause 6 of Section 4. JV/Consortium of maximum 2 firms is permitted.

4. Time duration for the consultancy services will be 18 months.

5. The RFP document is available to download on the following website: [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL) from **30th day of March of 2021 from 12:00 noon** onwards. The last date for submission of proposals is **20th day of April 2021 till 18:00 hrs** on our E-Tendering Portal.

For further details, if required, you may contact:

Mr. Swetal Kanwalu, DGM (Town Planning),  
Mumbai Metro Rail Corporation Limited,  
Hallmark Business Plaza, 8<sup>th</sup> Floor, Sant Dnyaneshwar Nagar,  
Bandra East, Mumbai, Maharashtra - 400051  
Contact No. 022 26561355  
E-mail ID: swetal.kanwalu@mmrcl.com

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

Yours faithfully,

Sd-

(R. Ramana)

**Executive Director (Planning)**

## 2 Detailed Tender Notice and E-Tender Submission Guidelines

Tenders are invited by, the name and designation of nodal officer, from agencies fulfilling conditions as under:

### 2.1 Details of Tender

SN	Parameter	Description
1	Name of Work	Consultancy Services for <b>“Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3 [2<sup>nd</sup> Call]”</b>
2	Cost of Tender Document	INR 10,000/- (INR Ten Thousand only), excluding GST (Non-Refundable)
3	Earnest Money Deposit (EMD)	INR 1,00,000/- (INR One Lakh only) (Refundable)
4	Completion period of Work	18 months
5	Point of Contact	Mr. Swetal Kanwalu, DGM (Town Planning) Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400051 Contact No. 022 26561355 E-mail ID: <a href="mailto:swetal.kanwalu@mmrcl.com">swetal.kanwalu@mmrcl.com</a>

### 2.2 Tender Schedule

The tenders will be received online on MMRCL E-Tendering portal ([www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL)) and will be opened as per scheduled date and time given below:

SN	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1	Issue of Tender Document	-----	30.03.2021	20.04.2021 (17:00 hours)
2	-----	Bid Submission		On 20.04.2021 (18:00 hours)
3	Opening of Technical Bid	-----		22.04.2021 (11:00 hours)

Financial Bid opening date & time will be intimated in advance.



### 2.3 Guidelines for E-Tendering

All documents related to this RFP Document are available on the MMRCL e-tendering portal [www.tenderwizard.com/MMRCL](http://www.tenderwizard.com/MMRCL). All Bidding Entities must note that this being E-tender, Bids received online on E-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) shall be considered. Any Bid submitted in paper form will not be received and opened and shall be summarily rejected. To participate, Bidding Entity is required to register and Bid using following steps:

#### Step 1: Registration of Bidding Entities

- Go to website: [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC).
- Click on “Register Me” button.
- Fill in desired User ID, Company Details.
- Vendor in possession of DSC Class III may insert Digital Signature Certificate token in computer’s USB drive, and click on “Update Digital Signing Certificate Serial No. From USB token”. A new PKI based “Signer Certificate” window will open. Browse your Signer Certificate, enter token password and click on Register.
- For those without DSC, it is mandatory to apply for the DSC.
- Do not enter special character(s) in any field except “Email Address”, “Website (URL)” and “Alternative Email Address”.
- Then click on “Create profile”.
- You will be forwarded to “Document Upload” screen. Upload documents as specified in previous page. After uploading is completed, click on “Finish Upload”.
- You will be forwarded to Payment screen. Make registration payment.
- The User ID and system generated password with payment confirmation will appear on the next screen which can be printed for future reference.
- For enabling the User ID, forward the registration acknowledgement to [twhelpdesk358@gmail.com](mailto:twhelpdesk358@gmail.com) along with a Request Letter.
- Download the format for Request letter from Home page (available under Click to view Latest Circulars / Format). Letter should be duly signed with rubber stamp.

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

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

Procedure for submission of E-tender by Bidding Entity:

- Interested Bidding Entities who wish to participate should visit website <http://www.tenderwizard.com/MMRC> which is the ONLY website for Bidding. Further, the procedure is as follows:

- Register your Company in website [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for obtaining a Login ID and Password (after paying necessary registration charges). This is one-time annual payment and applicable for bidding other tenders also.
- Using the login ID, password and digital signature, enter the tender portal to purchase the tender document.
- Pay Cost of Tender Document and EMD Fee through e-payment gateway.
- With the payment of processing fee and tender cost, the bidder can download the 'Technical bid' (Microsoft Excel file 'Technicalbid.xls') and 'Financial bid' (Microsoft Excel file 'Financialbid.xls') by clicking on the link "Show Form".
- Download the 'Technical bid' and 'Financial bid' and save them without changing the file name. Fill up your quotations, save them. Then upload the 'Technical bid' and 'Financial bid' in appropriate links.
- Attach supporting documents first in "Document Library". Then attach them by selecting in particular tender.
- On Submission of tender a system generated "Acknowledgement Copy" of tender submission will be received.
- Bidding Entity can change quoted rates any time before closing date & time.
- Bidding Entity must submit the offer before the online closing date & time. The website will automatically stop accepting the offer after online closing date and time.
- Bidding Entity manual & system requirement is available on website [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for necessary help.
- All Bids must be uploaded on-line on E-Tendering portal: [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) before the time and date specified in this RFP Document.
- Being E-tenders, the Bidding Entities will not be able to upload Bids after the designated time of submission.
- The Bidding Entities are advised to regularly visit the E-tendering portal [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) for updates.
- N.B.: Bidding Entities are requested to refer to the Vendor's manual by downloading the Vendor's Manual by visiting [www.tenderwizard.com/MMRC](http://www.tenderwizard.com/MMRC) and clicking on "Help Manuals".
- Bidding Entity may contact ITI representative at (7666563870 / 080-49352000) for any assistance. Contact Timings - India 09.00 Hrs – 20.00 Hrs (GMT +5.30).

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

### 3 Introduction to Mumbai Metro Line-3

#### 3.1 About MMRCL

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

#### 3.2 Alignment and Connectivity

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

Metro Line-3 provides connectivity to:

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

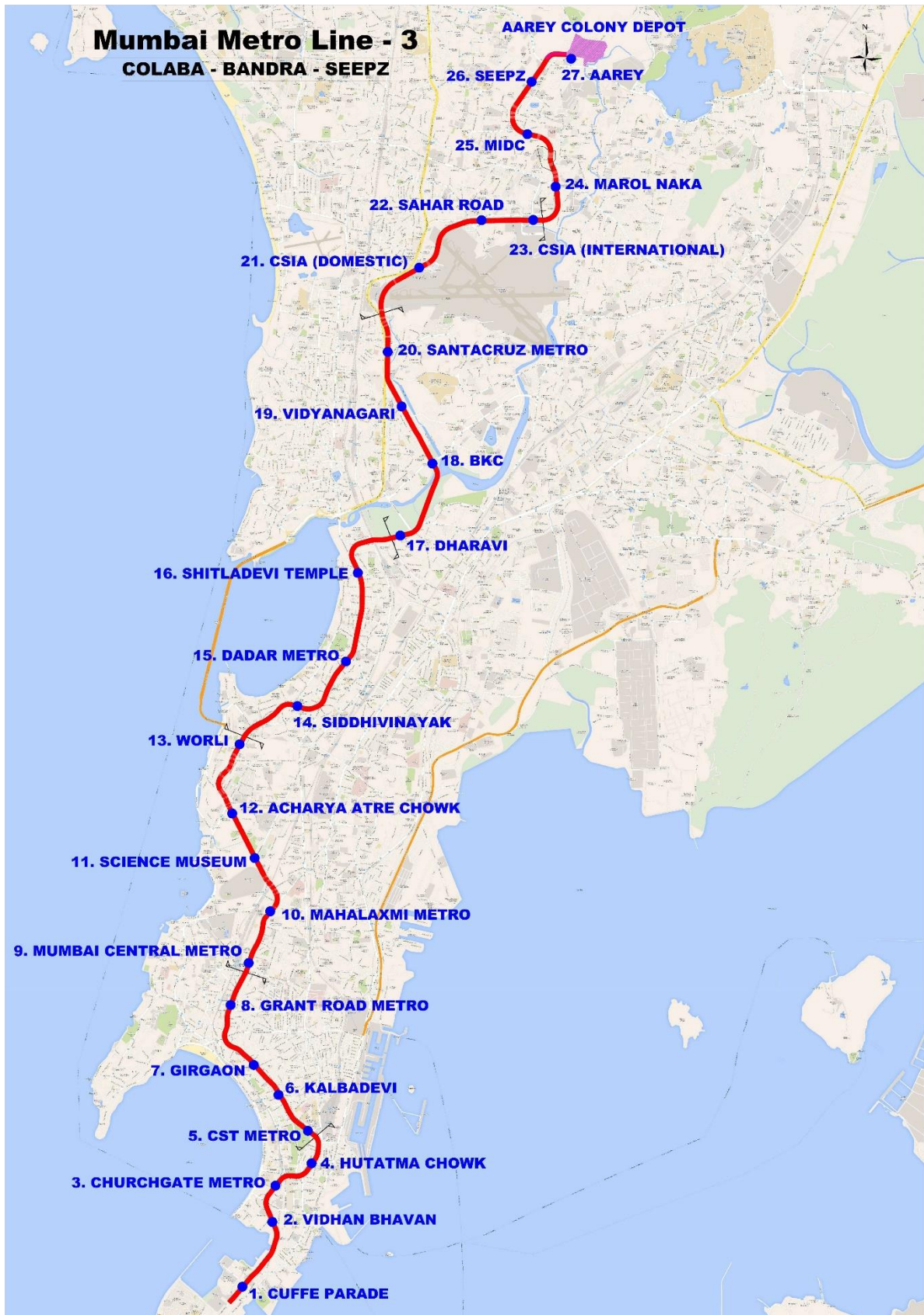


Figure 1: Mumbai Metro Line-3 Alignment



Figure 2: Mumbai Metro Master Plan

### 3.3 Interchanges

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

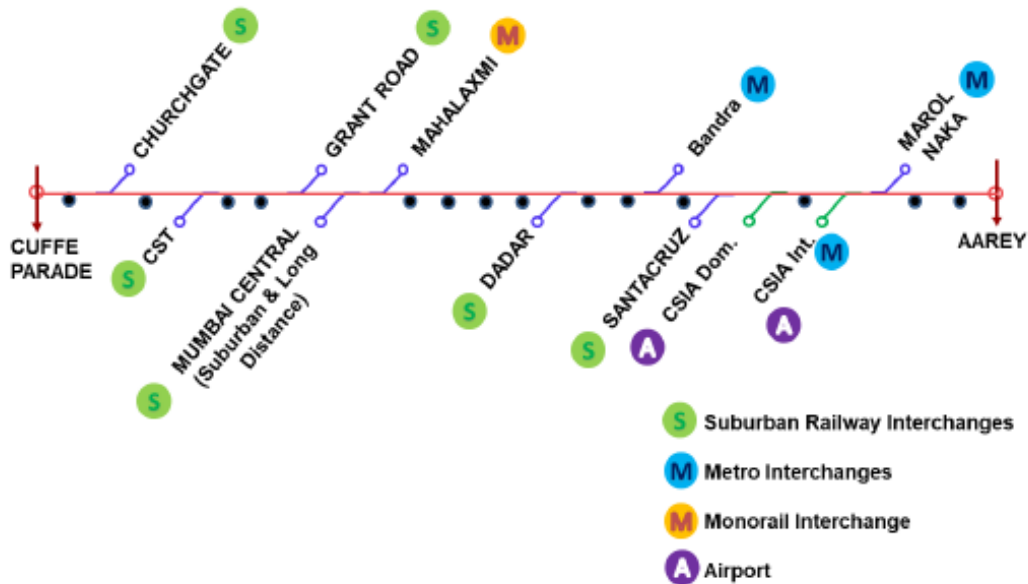


Figure 3: Metro Line-3 Interchanges

### 3.4 Salient Features

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

### 3.5 Line-3 Ridership

As the Mumbai Metro Line-3 connects several business districts, transport hubs and education centres in the city, the estimated peak hour boarding and alighting of commuters is high. The estimated daily ridership numbers for year 2022 are as follows:

SN	Year	2022
	Station	Estimated Daily Ridership (Average of boarding & alighting)
1	Colaba / Cuffe Parade	68,691
2	Vidhan Bhawan	54,098
3	Churchgate	44,022
4	Hutatma Chowk	55,174
5	CST	74,917
6	Kalbadevi	49,138
7	Girgaon	43,651
8	Grant Road	35,684
9	Mumbai Central	41,742
10	Mahalaxmi	42,074
11	Science Museum	24,854
12	Acharya Atrey Chowk	48,903
13	Worli	44,851
14	Siddhivinayak	48,381
15	Dadar	83,849
16	Shitaladevi	52,009
17	Dharavi	47,550
18	Bandra Kurla Complex	86,493
19	Vidyanagari	28,912
20	Santacruz	35,347
21	Airport Terminal 1	39,644
22	Sahar Road	31,927
23	Airport Terminal 2	36,292
24	Marol Naka	48,578
25	MIDC	39,748
26	SEEPZ	26,815
27	Aarey	26,815
	<b>Total for Line-3</b>	<b>12,60,158</b>
	<b>In Lakhs (rounded-off)</b>	<b>~13</b>

Table 1: Estimated Ridership on Mumbai Metro Line-3

Please refer to the estimated daily ridership figures by station in the above table. The daily ridership in the above table is the average of the number of passengers boarding and alighting for each station.

Please note that ridership available in the Detailed Project Report (DPR) is for the years 2016, 2025 and 2031. Since 2022 will be the year for the commissioning of the 2 phases of Line-3, ridership displayed above is for the year 2022. The ridership for the year 2022 has been calculated assuming linear progression in the ridership between years 2016 and 2025. For other details related to ridership estimation, please refer to Chapter 2 of DPR for Mumbai Metro Line-3 published in 2011 on MMRCL official website.

### **3.6 Station Design**

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

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

### **3.7 Metro Line-3 Current Status**

Work on the construction of Mumbai Metro Line-3 is in full swing; over 83% of the metro tunnel has been completed and station works are on-going. The station interior designs are under preparation and are expected to be finalised shortly. The metro is scheduled to become operational in two phases:

- Phase 1: Aarey to BKC – September 2022
- Phase 2: BKC to Cuffe Parade – March 2023



## **4 Instruction to Consultants**

<p><b>1. Definitions</b></p>	<p>a. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country.</p> <p>c. “Client” means “MMRCL” or “Authority” that signs the Contract for the Services with the selected Consultant.</p> <p>d. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>e. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>f. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>g. “Day” means calendar day.</p> <p>h. “Professionals” means, collectively, Key Professionals, Support Professionals, support staff, or any other personnel of the Consultant or Joint Venture member(s).</p> <p>i. “Government” means the Government of Maharashtra/Government of India</p> <p>j. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>k. “Key Professional(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>l. “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India.</p> <p>m. “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India.</p> <p>n. “ITC” (this Section 0 of the RFP) mean the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>o. “LOI” (Section 1 of the RFP) means the Letter of Invitation being addressed by the Client to the Consultants.</p>
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	<p>p. "Support Professional(s)" means an individual professional provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and who's CVs are not evaluated individually.</p> <p>q. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>r. "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants.</p> <p>s. "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>t. "TORs" (this Section 8 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p> <p>u. "Technical Advisory Committee or TAC" means a committee constituted by the Authority for the purpose of technical guidance to the Consultants and monitoring of the study.</p> <p>v. "INR" means Indian Rupee(s).</p> <p>w. "QCBS" means Quality and Cost-Based Selection.</p> <p>x. "NFBR" means Non-Fare Box Revenue.</p>
<p><b>2. Introduction</b></p>	<p>2.1 MMRCL intends to select an individual firm or Joint Venture ("the Consultant") in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiations (for both technical and financials) and ultimately for a signing Contract with the selected Consultant.</p> <p>2.3 Consultants should familiarise themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit MMRCL before submitting a proposal. Visit to MMRCL is optional and it is at the Consultant's expense. Consultants should contact MMRCL's representative named in the Data Sheet about their visit. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. Pre-bid meeting shall be arranged by MMRCL at time and date indicated in the Data Sheet.</p> <p>2.4 MMRCL will timely provide at no cost to the Consultants, the inputs, relevant project data required for the preparation of the Consultant's proposal as specified in the Data Sheet.</p>

	<p>2.5 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, subsequent contract negotiations and MMRCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. MMRCL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<b>3. Conflict of Interest</b>	<p>3.1 MMRCL requires that Consultants provide professional, objective, and impartial advice and at all times holding MMRCL's interests' paramount, strictly avoiding conflicts with other assignments or their own corporate interests and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p><u><i>Conflict between consulting activities and procurement of goods, works or non-consulting services:</i></u> A firm that has been engaged by MMRCL to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.</p>
<b>b. Conflicting assignments</b>	<p><u><i>Conflict among consulting assignments:</i></u> A Consultant (including its Personnel and Sub Consultants) shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatisation of public assets shall not purchase, nor advice purchasers of, such assets.</p>
<b>c. Conflicting relationships</b>	<p>i. <u><i>Relationship with the Employer's staff:</i></u> A Consultant (including its Professionals and Sub Consultants) that has a business or family relationship with a member</p>

	<p>of the MMRCL’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MMRCL throughout the selection process and the execution of the Contract.</p> <p>ii. No agency or current employees of the MMRCL shall work as Consultants under their own ministries, departments or agencies. Recruiting former employees of the MMRCL and Government to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as a professional in their technical proposal, such professional must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the MMRCL by the Consultant as part of his technical proposal.</p>
<p><b>4. Unfair competitive Advantage</b></p>	<p>If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, MMRCL shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
<p><b>5. Corrupt and Fraudulent Practices</b></p>	<p>5.1 The Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-Consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of such contracts and must not indulge in any corrupt /fraudulent practice defined here under:</p> <ul style="list-style-type: none"> <li>i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup></li> <li>ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;</li> <li>iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;</li> </ul>

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

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

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

	<p>iv. “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;</p> <p>v. “obstructive practice” is</p> <p>(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MMRCL investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question</p> <p>(c) will sanction a firm or an individual at any time</p> <p>5.2 Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-Consultants, service providers and suppliers shall not be under a declaration of ineligibility for aforesaid (Para 5.1) corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>5.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 7).</p>
<p><b>6. Eligibility Criteria</b></p>	<p>6.1 The Consultancy firms must meet the following eligibility criteria. Consultancy firm can form a Consortium/joint venture of not more than two firms with one of the firms as “Lead Member”. The following criteria should be fulfilled by the Consultant (Lead Firm in case of JV):</p> <p>A) Minimum 5 years’ experience in consultancy services</p> <p>B) Minimum 10 commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas. Out of which, a minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other projects being quoted, projects should be 75% completed.</p> <p>C) Minimum 1 commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India with at least 10 stations</p>

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

D) Minimum Average Annual turnover of INR 2 Cr. for the last 3 consecutive financial years

E) A JV/Consortium of maximum 2 firms is permitted

Note:

- i. In case of a Consortium or JV, all of the eligibility criteria (A to D) may be met by the Consortium or JV
- ii. The firms/JV fulfilling the above eligibility criteria will be considered for further evaluation of their proposals. The firms/JV those who are not fulfilling the above eligibility criteria will be considered ineligible, that their proposals both opened "Technical (Envelope-B)" and "Financial (Envelope-C)" will be returned after completing the selection process. For this purpose, sub-Consultants' experience shall not be included.
- iii. Any Consultant/JV claiming experiences of their parent/sister company shall have participation of at least 30% of key man-months inputs of the international firm whose experience is quoted in technical proposal. Such deployment of expat staff to be recorded and submitted to MMRCL every quarter for approval. Otherwise, the experience of the international firm will not be considered in the evaluation.
- iv. Proof of Consultant's Experience in the form of signed & stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer. If work order or contract agreement is being submitted; CA certificate, receipts against invoices raised or equivalent proof that the assignment has been completed must be submitted.
- v. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail & RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land & air rights monetisation shall not be considered as eligible projects.
- vi. Eligible metro assignments may include those completed for NFBR concessionaires / licensees.
- vii. Eligible transport and metro assignments will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment. **For eligible transport assignments:** A minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other minimum 5 projects being quoted, projects should be 75% completed. Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 75% completed must be submitted. **For eligible metro assignments:** Eligible metro assignments shall include 100% completed assignments only.

The above information shall be submitted as part of Technical Proposal.

<b>7. Award of Package</b>	<p>7.1 Evaluation of Bids will be based on Quality-cum-Cost-Based Selection (QCBS)</p> <p>7.2 Financial proposal shall be opened and combined technical and financial score shall be determined. Firm having the highest combined technical and financial score will be awarded the package after necessary negotiations.</p>
<b>8. Only One Proposal</b>	<p>8.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>8.2 Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals or Consultants shall be disqualified.</p> <p>8.3 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>8.4 Each Key Professional should submit only one CV for one post for participating firm for the said Assignment. If found any key Professional has submitted his CV to more than one position or firm for the said assignment, then such firm shall be disqualified</p>
<b>9. Proposal Submission</b>	<p>9.1 The intending bidders must be registered on e-tendering portal of MMRCL <a href="http://www.tenderwizard.com/MMRCL">www.tenderwizard.com/MMRCL</a>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online tendering process'. After registration, the bidder will get user id and password. On login, bidder can participate in tendering process and can witness various activities of the process.</p> <p>9.2 Details of the e-tender process are described in this document section 2.3</p> <p>9.3 Tender submissions will be made online after uploading the mandatory scanned documents. Bid shall be submitted online on the e-tendering portal in 'three electronic envelopes system' within prescribed schedule.</p> <p><i>a. e-Envelope 'A' (Cost of Tender Document and EMD Fee)</i></p> <p>Consultant should generate and upload scanned copies of Receipt for Cost of Tender Document and EMD Fee.</p> <p><i>b. e-Envelope 'B' (Technical bid):</i></p> <p>Consultant shall upload scanned copies of Technical Document as per the requirements of the Tender Documents.</p> <p><i>c. e-Envelope 'C' (Financial bid):</i></p> <p>Consultant shall quote his offer in the Financial Proposal at the prescribed space in e-Envelope "C".</p> <p><i>Under "Price Bid- Covering Letter"</i></p>



	<p>Upload the digitally signed copy of the Quotation on Company's Letter head under the template "Price Bid- Covering Letter". Consultant shall upload signed and stamped scanned copy of Financial Proposal, Section7 of RFP.</p> <p><b>Payment Procedure for Cost of Tender Document</b></p> <p>Tender document and supporting documents can be downloaded for reference purpose from the e-Tendering Portal of MMRCL during the period mentioned in the tender notice. Interested Consultants have to make online payment using online payment gateway during bid preparation i.e. Debit Card/Credit Card/Net-Banking. Fee receipt can be system generated during bid preparation by the Consultant.</p> <p>9.4 Submission of Tenders shall be closed on e-tendering portal of MMRCL on the date &amp; time of submission prescribed in Data Sheet after which no tender shall be accepted. It shall be the responsibility of the Consultant / bidder to ensure that his tender is submitted online on e-tendering portal of MMRCL before the deadline of submission. MMRCL will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.</p>
<p><b>10. Proposal Validity</b></p>	<p>10.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The MMRCL will make its best effort to complete negotiations within this period.</p> <p>10.2The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>10.3 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Professionals, the proposed rates and the total price.</p> <p>10.4 If it is established that any Key Professionals nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<p><b>11 a. Extension of Validity Period</b></p>	<p>11.1 The Employer will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>11.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Professionals.</p>

	11.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
<b>11 b. Sub-Contracting</b>	The Consultant shall not subcontract any Key Personnel. However, they are free to add other external experts who are not on the rolls as per requirement.
<b>12. Clarification and Amendment of RFP Documents</b>	<p>12.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>12.1.1 At any time before the proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.</p> <p>12.1.2 If the amendment is substantial, the Employer may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>12.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<b>13. Preparation of Proposals – Specific Considerations</b>	<p>13.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>13.2 <u>Associations between Consultants:</u> Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. If the Employer employs an association in the form of a joint venture, the association shall appoint one of the firms to represent the association; all members of the joint venture, or their representative with a power of attorney, shall sign the contract. All members of the joint venture shall be jointly and severally liable for the entire assignment.</p> <p>13.3 The Employer may indicate in the Data Sheet the estimated Key Professional' time input (expressed in person-month). This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.</p>

	<p>13.4 Proposed Professional staff must have at least the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the assignment.</p> <p>13.5 Consultant shall not propose alternative Key Professionals. Only one CV shall be submitted for each Key Professional position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>13.6 All key professional staff proposed should be permanent employees of the Consultant (two firms in case of JV). In case of JV, 3 out of 4 key professional staff should be from lead member including Team Leader.</p>
<b>14. Language</b>	14.1 Documents to be issued by the Consultants as part of this assignment must be in the English language. It is desirable that the firm's personnel have a working knowledge of the Employer's national language.
<b>15. Earnest Money Deposit (EMD)</b>	15.1 The Consultant shall furnish as part of its Proposal, a refundable EMD fee of INR 1,00,000 (Indian Rupees One Lakh Only). Consultant has to make online Payment of EMD fees using online Payment Gateway during bid preparation i.e. Debit Card/Credit card/ Net Banking. EMD Fee receipt can be system generated during bid preparation by the Consultant. Any Proposal not accompanied by the EMD fee shall be rejected by the Authority as non-responsive. The EMD of the unsuccessful bidder shall be returned after completion of the award of the contract to the successful bidder. The EMD of successful bidder shall be returned after completion of the project.
<b>16. Technical Proposal Format and Content</b>	<p>16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>16.2 The Technical Proposal shall provide the information indicated in the following para's from (a) to (g) using the attached Standard Forms (Section 6).</p>
	<p>(a) A brief description of the Consultants' organisation and an outline of recent experience on assignments of a similar nature are required in Form TECH-2. For each assignment, the outline should indicate duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the MMRCL.</p> <p>(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on</p>

	<p>requirements facilities including data to be provided by the MMRCL (Form TECH-3 of Section 6).</p> <p>(c) A description of the approach and methodology work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, innovative initiatives and organisation and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 6. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 6) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 6).</p> <p>(e) CVs of the Professional staff recently signed by the staff themselves or by the authorised representative of the Professional Staff (Form TECH-6 of Section 6). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the previous years as given in the Data sheet. <u>CV's of Key professionals from Associates &amp; Sub-Consultants will not be considered for evaluation.</u></p> <p>(f) Estimates of the total staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 6) supported by bar chart diagrams showing the time proposed for each professional staff team member.</p> <p>(g) Detailed work and activity schedule along with the phasing plan (Form TECH-8 of Section 6)</p>
<p><b>17. Financial Proposals</b></p>	<p>17.1 The Financial proposal should be a Lump-sum proposal exclusive of GST which will be separately reimbursed and shall be prepared using the attached Forms specified in Section 7. The Financial proposal should be submitted clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.</p> <p>17.2 The Financial Proposal shall take into account all expenses associated with the assignment. These shall normally cover remuneration for all the Key Professionals, Support Professionals, Support Staff, accommodation, air fare/ train fare, communication costs, local transportation costs, equipment, printing of documents, surveys/ investigations, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is</p>

	indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
<b>a. Taxes, Currency of Proposal &amp; Payment.</b>	<ul style="list-style-type: none"> <li>i. The Financial Proposal shall take into account all the tax liabilities except service tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.</li> <li>ii. The Consultant shall express the price for its Services in the Indian Rupees (INR) only. No foreign currency fluctuation will be paid.</li> <li>iii. Payment under the Contract shall be made in Indian Rupees (INR) only.</li> </ul>
<b>18. Submission, Sealing, and Marking of Proposals</b>	<p>18.1 Tender submissions will be made online after uploading the mandatory scanned documents. Bid shall be submitted online on the e-tendering portal in ‘three electronic envelopes system’ within prescribed schedule.</p> <p>18.2 The bidder shall submit their tender on-line on e-tendering website <a href="http://www.tenderwizard.com/MMRCL">www.tenderwizard.com/MMRCL</a>. It shall be the responsibility of the Consultant / bidder to ensure that his tender is submitted on e-tendering website of MMRCL before the deadline of submission prescribed in Data Sheet.</p> <p>18.3 ‘EMD Fee’ after due date and time shall not be accepted and online tenders of such bidders shall be rejected summarily.</p> <p>18.4 MMRCL will not be responsible for delay, loss or non-receipt of ‘EMD Fee’.</p> <p>18.5 MMRCL may, at their discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.</p>
<b>19. Confidentiality</b>	<p>19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract award.</p> <p>19.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>19.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award, if a Consultant wishes to contact the Employer on any matter related to the selection process, it should do so only in writing.</p>

<p><b>20. Opening of Technical Proposals</b></p>	<p>20.1 Proposals of those bidders who have not submitted 'EMD Fee' shall not be opened and shall be considered as non-responsive and liable to be rejected summarily.</p> <p>20.2 Consultants may visit MMRCL e-procurement web-site to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.</p> <p>20.3 The bidders name, details of the tender fee and such other details as the Employer or his authorised representative, at his discretion, may consider appropriate will be announced at the time of tender opening.</p>
<p><b>21. Proposal Evaluation</b></p>	<p>21.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>21.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission. While evaluating the Proposals, the Employer will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>22. Evaluation of Technical Proposals</b></p>	<p>22.1 Prior to evaluation of Proposals the MMRCL's appointed Evaluation Committee will determine whether each proposal is responsive to the requirements of the RFP. The MMRCL may, at its sole discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if,</p> <ul style="list-style-type: none"> <li>a) The technical proposal is received in the form specified Section-6 of RFP.</li> <li>b) It is received by the proposed due date including any extension thereof pursuant to Clause 11 of ITC.</li> <li>c) It is signed and marked as stipulated in clause 18 of ITC.</li> <li>d) It is accompanied by a valid Power of Attorney pursuant to Clause 13 of ITC.</li> <li>e) Providing EMD fee as given in Clause 15.</li> <li>f) It contains all the information (complete in all respect) as required in RFP.</li> <li>g) It does not contain any condition.</li> </ul> <p>22.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and</p>

	<p>particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>22.3 In course of evaluation of technical proposals, Consultant shall be called for Presentation on understanding of project in front of MMRCL Technical Evaluation Committee. The presentation should be attended by Firms authorised representative and at least one of the Proposed Key Professional. Date and time for Presentation will be informed separately.</p> <p>22.4 MMRCL shall not be required to provide any explanation or justification in respect of technical evaluation of proposal. The decision of evaluation committee will be final and will be binding on all prospective Consultants.</p>
<p><b>23. Public Opening and Evaluation of Financial Proposals [For a Quality- and Cost-Based Selection (QCBS)]</b></p>	<p>23.1 After the technical evaluation is completed, the MMRCL shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying score or were considered non responsive to the RFP and TOR, that their Financial Proposals will not be opened. The MMRCL shall simultaneously notify in writing Consultants that have secured the minimum qualifying score, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>23.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying score will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> <p>23.3 In case of discrepancy between the words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails.</p> <p>23.4 In addition to the above, as indicated under Para. 23.3, activities and items described in the Technical Proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities.</p> <p>23.5 In case of QCBS, total score is calculated by weighting technical &amp; financial scores and adding them as per the formula and instructions in the Data Sheet.</p> <p>23.6 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 marks. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using</p>

	<p>the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = S_t \times T + S_f \times P</math>. <i>The firm achieving the highest combined technical and financial score will be invited for negotiations.</i></p>
<b>24. Negotiations &amp; Award</b>	<p>Negotiations will be held at the address indicated in the Data Sheet with regard to the weaknesses if any in the selected proposal. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in MMRCL proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
<b>25. Technical negotiations</b>	<p>25.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organisation and staffing and any suggestions made by the Consultant to improve the Terms of Reference. MMRCL and the Consultants will finalise Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the MMRCL to ensure satisfactory implementation of the assignment. MMRCL shall prepare minutes of negotiations which will be signed by the MMRCL and the Consultant.</p>
<b>26. Availability of Key Professional staff/experts</b>	<p>Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the MMRCL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the MMRCL will require assurances that the Professional staff will be actually available. The MMRCL will not consider substitutions during contract negotiations. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, this result in the rejection of the Consultant's Proposal and the Employer proceeding to negotiate the Contract with the next-ranked Consultant.</p>
<b>27. Financial negotiations</b>	<p>27.1 The negotiations include the clarification of the Consultant's tax liability in the Employer's country and how it should be reflected in the Contract.</p> <p>27.2 Staff month rate negotiations shall not take place, except when the offered Key Professionals and support professionals' remuneration rates are not in line with the typically charged rates by Consultants in similar contracts. In such case, the Employer may ask for clarifications to justify the reasonableness of the fees quoted and may be asked to adjust the rates.</p> <p>If the negotiations fail, MMRCL will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p>



<b>28. Conclusion of the negotiations</b>	Negotiations will conclude with a review of the draft Contract. To complete negotiations the MMRCL and the Consultant will initial the agreed Contract. If negotiations fail, the MMRCL will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
<b>29. Award of Contract</b>	<p>29.1 After completing negotiations the MMRCL shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, the MMRCL shall return the Financial Proposals to the unsuccessful Consultants.</p> <p>29.2 The Consultant is expected to commence assignment on date and at location specified in Data Sheet or such other date as may be mutually agreed.</p> <p>29.3 If the Consultant fails to either sign the Agreement as specified in Clause 29.1 or commence the assignment as specified in Clause 29.2, the Authority may invite the Consultant whose proposal received the second highest score to negotiate a Contract.</p>

## 5 Data Sheet

ITC Clause Reference	General
2.1	Name of the Employer: <b>Mumbai Metro Rail Corporation Limited</b> Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>
2.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b> Name of the assignment is: <b>“Bid Process Management of Non-Fare Box Revenue Streams for Mumbai Metro Line-3 [2<sup>nd</sup> Call]”</b>
2.4	The MMRCL will provide the following inputs and facilities: a) Executive Summary of DPR for Metro Line-3
3.1	The MMRCL envisages the need for continuity for future work: No
9.3	<p><b>The Proposal shall comprise the following:</b></p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p><b>e-Envelope ‘A’ (Cost of Tender Document, EMD):</b></p> <ul style="list-style-type: none"> <li>(1) Generate Receipt for Cost of Tender Document</li> <li>(2) Upload Receipt of Earnest Money Deposit</li> </ul> <p><b>e-Envelope ‘B’ (Technical Proposal):</b></p> <ul style="list-style-type: none"> <li>(1) TECH-1</li> <li>(2) TECH-2</li> <li>(3) TECH-3</li> <li>(4) TECH-4</li> <li>(5) TECH-5</li> <li>(6) TECH-6</li> <li>(7) TECH-7</li> <li>(8) TECH-8</li> <li>(9) Presentation on Approach &amp; Methodology (Refer ITC clause 22.3)</li> </ul> <p>AND</p> <p><b>e-Envelope ‘C’ (Financial Proposal):</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> </ul>
10.1	Proposals must remain valid for <b>180 days</b> after the proposal submission date.
13.3 a)	The estimated number of Key professional man-months for the assignment is: <b>26 man-months.</b>

	<p>The Key professionals should be supported by adequate number of support professionals.</p> <p><b>General Conditions to be fulfilled by Key Staff:</b></p> <ol style="list-style-type: none"> <li>1. Age of the key professionals should not be greater than 65 years.</li> <li>2. Minimum 50% of the proposed key staff (min 2 out of 4) should be the employee of the lead company in case of JV.</li> <li>3. Team Leader should be from the Lead Member in case of JV.</li> <li>4. Each CVs of key professional should be signed by authority signatory and key professional.</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>i. Transport sector means road, rail, metro, bus, aviation, shipping, port and inland transport</li> <li>ii. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail &amp; RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land &amp; air rights monetisation shall not be considered as eligible projects</li> </ol> <p>The details of qualifications, technical experience, and estimated no of man-months for each key professional are given below:</p>	
<b>Key Personnel</b>	<b>Specific Expertise</b>	<b>Estimated Man-months</b>
<b>Team Leader</b>	<ul style="list-style-type: none"> <li>• Shall have MBA/PGDM from an accredited college/university</li> <li>• Should have minimum 15 years of experience</li> <li>• Should have completed minimum 10 (ten) commercial/ revenue maximisation / transaction advisory assignments for non-fare revenue in transport sector in India and overseas with minimum 5 (five) projects as Team Leader</li> <li>• Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India as Team Leader</li> <li>• In case of Consortium / JV, Team Leader has to be from the "Lead Member"</li> </ul>	6
<b>Transit Media &amp; Transit Retail Specialist</b>	<ul style="list-style-type: none"> <li>• Shall have MBA/PGDM from an accredited college/university</li> <li>• Should have minimum 15 years of experience</li> </ul>	6

	<ul style="list-style-type: none"> <li>• Should have completed minimum 5 (five) commercial/revenue maximisation/ transaction advisory assignments for non-fare revenue in transport sector in India and overseas</li> <li>• Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India</li> </ul>	
<b>Commercial Revenue &amp; Contracts Specialist</b>	<ul style="list-style-type: none"> <li>• Shall have MBA/PGDM educational qualifications from an accredited college/university</li> <li>• Should have minimum 15 years of experience</li> <li>• Should have completed minimum 10 (ten) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in transport sector in India and overseas</li> <li>• Should have completed minimum 1 (one) commercial / revenue maximisation / transaction advisory assignments for non-fare revenue in metro sector in India</li> </ul>	8
<b>Urban Designer / or Transport Planner / Engineer</b>	<ul style="list-style-type: none"> <li>• Shall have Post Grad in Urban Design / Transportation Planning / Transportation Engineering</li> <li>• Should have minimum 15 year experience</li> <li>• Should have completed minimum 3 (three) urban design / urban planning assignments in India or overseas</li> <li>• Should have been urban designer / transport specialist for at least 1(one) metro project in India</li> </ul>	6
<b>TOTAL</b>		<b>26</b>
<b>13.3</b>	<p>The Team Leader shall be available in Mumbai throughout the study period. All the project related meetings and site visits should be attended by Team leader with required staff and experts. In addition to the above Key Personnel, Consultants shall deploy the Support Professionals having relevant educational qualifications, adequate expertise &amp; experience to support the Key Personnel / Key Professionals in delivering the scope of services. Consultant team may include the following:</p> <ul style="list-style-type: none"> <li>• Station Architect x 1 no.</li> <li>• Transport Engineer/Planner x 1 no.</li> <li>• Commercial Consultant x 1 no.</li> <li>• Smart Ticketing Expert, Media and Regulatory Experts to be brought in as per requirement (may not be on rolls)</li> </ul>	

	<p>Support professionals will not be evaluated. Consultants shall assess and indicate the support professionals' man-months.</p> <p>The requirement of expertise given above is only indicative. The firm / consultant / consortia may include / exclude any expert and / or adjust the duration, while preparing their financial proposal. In addition to professional key staff consultants may also propose support professionals and support staff.</p>																				
<b>16.2</b>	The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal (FTP)</b>																				
<b>17</b>	This is lump sum contract hence reimbursable expenses will not be applicable. However, Information to be provided shall only be used to establish payments to the Consultant for possible additional services requested by the MMRCL and the Consultant need to provide the information as per Form FIN-3 of Section 7.																				
<b>17.2 a.</b>	<p>Amounts payable by the MMRCL to the Consultant under the contract to be subject to local taxation: <b>Yes</b></p> <p>If affirmative, the MMRCL will:</p> <p>(a) Reimburse the Consultant 'GST' paid by the Consultant as per the applicable law</p> <p>(b) Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable law, the amount of which is deemed to have been included in the Contract Price</p>																				
<b>17 (a) ii &amp; iii.</b>	Consultant to state local cost in the national currency: <b>Yes</b>																				
<b>18.2</b>	Proposals must be submitted via the MMRCL e-tendering portal not later than the following date and time: <b>20<sup>th</sup> day of April of 2021 till 18:00 hrs</b>																				
<b>22.2</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>i. <b>Firm Experience</b></p> <table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Criteria Bands</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td rowspan="3">1</td> <td rowspan="3">Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas</td> <td>&gt; 15 Projects</td> <td>10</td> </tr> <tr> <td>13 – 15 projects</td> <td>6</td> </tr> <tr> <td>10-12 projects</td> <td>4</td> </tr> <tr> <td rowspan="3">2</td> <td rowspan="3">Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India and overseas</td> <td>&gt;=5 projects</td> <td>8</td> </tr> <tr> <td>3-4 projects</td> <td>6</td> </tr> <tr> <td>1-2 projects</td> <td>4</td> </tr> </tbody> </table>	SN	Criteria	Criteria Bands	Score	1	Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas	> 15 Projects	10	13 – 15 projects	6	10-12 projects	4	2	Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India and overseas	>=5 projects	8	3-4 projects	6	1-2 projects	4
SN	Criteria	Criteria Bands	Score																		
1	Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in transport sector in India and overseas	> 15 Projects	10																		
		13 – 15 projects	6																		
		10-12 projects	4																		
2	Commercial / revenue maximization / transaction advisory assignments for non-fare revenue completed in metro sector in India and overseas	>=5 projects	8																		
		3-4 projects	6																		
		1-2 projects	4																		

3	No. of stations included in a metro commercial NFBR assignment in India (assignments with at least 10 stations shall be considered)	>= 25 stations	7
		16 - 24 stations	5
		10 - 15 stations	3
4	Additional marks for having done relevant metro commercial / revenue maximization / transaction advisory assignment in Maharashtra	0 - 5 marks	5
<b>Total including additional marks</b>			<b>30</b>

Note:

ii. In case of JV, assignments undertaken by the any member of the JV/consortium shall be considered

iii. Eligible transport and metro assignments will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment.

**iv. For eligible transport assignments:** A minimum of 5 should be completed, for which revenue realisation and process of NFBR must have started. For the other minimum 5 projects being quoted, projects should be 75% completed. Work Orders / Contracts along with CA certificate, receipts against invoices raised or equivalent proof that the assignment has been 75% completed must be submitted.

**v. For eligible metro assignments:** Eligible metro assignments shall include 100% completed assignments only. Eligible metro assignments may include those completed for NFBR concessionaires / licensees

vi. Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail & RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land & air rights monetisation shall not be considered as eligible projects.

vii. Eligible metro assignments may include those completed for NFBR concessionaires / licensees

**viii. Approach & Methodology**

SN	Criteria	Score
1	Understanding of scope	3
2	Approach & methodology	10
3	Innovative NFBR initiatives in a similar project	7
4	Staffing & work plan	5
5	Presentation	15
	<b>Total</b>	<b>40</b>

**Presentation** shall be regarding understanding of the project objectives, Approach and Methodology, Work Plan and Scheduling, Innovativeness proposed for carrying out the

	<p>work and Road map for successful implementation of the projects. Refer Clause 22.3 of ITC. <b>(15 marks)</b></p> <p>(Soft copy of the presentation to be enclosed in e-envelope B and 02 Hard copies to be submitted at time of presentation. Firms may be called for presentation during the evaluation process)</p> <p>i. <b>Key Professionals</b></p> <table border="1" data-bbox="400 517 1385 792"> <thead> <tr> <th>Key professional staff qualifications &amp; competence for the assignment:</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>9</td> </tr> <tr> <td>Transit Media &amp; Transit Retail Specialist</td> <td>7</td> </tr> <tr> <td>Commercial Revenue &amp; Contracts Specialist</td> <td>7</td> </tr> <tr> <td>Urban Designer / Transport Planner / Engineer</td> <td>7</td> </tr> <tr> <td><b>Total</b></td> <td><b>30</b></td> </tr> </tbody> </table> <p>The number of marks to be assigned to each of the above positions or disciplines shall be determined using the key professional evaluation table kept at the end of the Data Sheet</p> <p>Total points for the above three criteria: <b>100 Marks</b></p> <p><i>For qualifying score under technical proposal, a Consultant has to score at least 70% in each category and 80% in total.</i></p>	Key professional staff qualifications & competence for the assignment:	Score	Team Leader	9	Transit Media & Transit Retail Specialist	7	Commercial Revenue & Contracts Specialist	7	Urban Designer / Transport Planner / Engineer	7	<b>Total</b>	<b>30</b>
Key professional staff qualifications & competence for the assignment:	Score												
Team Leader	9												
Transit Media & Transit Retail Specialist	7												
Commercial Revenue & Contracts Specialist	7												
Urban Designer / Transport Planner / Engineer	7												
<b>Total</b>	<b>30</b>												
<b>22.2</b>	The single currency for price conversions is <b>Indian Rupees (INR)</b>												
<b>23.5</b>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores is the following:  <math>Sf = 100 \times Fm / F</math>, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  T = 0.8 and  F = 0.2</p>												
<b>24</b>	<p>Expected date and address for contract negotiations: Date of negotiation meeting will be intimated later.</p> <p>Address:  MMRCL Office, Hallmark Business Plaza, 8th Floor, Sant Dnyaneshwar Nagar, Bandra East, Mumbai, Maharashtra 400051.</p>												
<b>29.2</b>	<p>Expected date for commencement of consulting services</p> <p>Date: <b>May 2021</b></p> <p>At: <b>Mumbai</b></p>												

**5.1****5.2 Key Personnel Scoring**

All the key personnel to be evaluated on commercial / revenue maximization / transaction advisory assignments for non-fare revenue in India or overseas undertaken as per the table below:

SN	Key Personnel	Transportation Project in India or overseas		Metro Projects in India or overseas		Remarks
		Band	Score	Band	Score	
1	Team Leader	> 10	6	> 3	3	Experience should be as Team Leader
		5 – 10	4	1 – 3	1	
2	Transit Media & Transit Retail Specialist	> 10	5	> 3	2	Experience should be as Transit Media & Retail Specialist
		5 – 10	2	1 – 3	1	
3	Commercial Revenue & Contracts Specialist	> 10	5	> 3	2	Experience should be as Commercial Revenue & Contracts Specialist
		5 – 10	2	1 – 3	1	
4	Urban Designer or Transport Planner / Engineer	> 5	5	> 2	2	Experience should be as Urban Designer or Transport Planner / Engineer
		3 – 5	2	1 – 2	1	

**Note:**

- 2 out of 4 key personnel should be from lead member including Team Leader.
- Eligible transport and metro assignments shall include only 100% completed projects and will be evaluated based on the scope and extent of commercial revenue work streams as part of the assignment.
- Metro Rail Sector includes: All urban track-based transport systems such as metro, monorail, suburban rail, high speed rail & RRTS. However, NFBR / secondary revenue sources (mandatorily including advertising and in-station retail) should be a sizeable portion of the scope of assignment. Exclusive real estate assignments including land & air rights monetisation shall not be considered as eligible projects.
- Eligible metro assignments may include those completed for NFBR concessionaires / licensees



## **6 Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 9 of the ITC for format of Technical Proposal to be submitted.

## 6.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

Executive Director (Planning),  
Office, Hallmark Business Plaza, 8th Floor,  
Sant Dnyaneshwar Nagar,  
Bandra East, Mumbai, Maharashtra 400051.

Dear Sir,

We, the undersigned, offer to provide the consulting services for “**Bid Process Management for Mumbai Metro Line-3 Non-Fare Box Revenue Streams [2<sup>nd</sup> Call]**” in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- b. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 10.1.
- c. We have no conflict of interest in accordance with ITC 3.
- d. We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide in this regard to corrupt and fraudulent practices as per ITC 5.
- e. We undertake to negotiate a Contract on the basis of the proposed Key Professional Staff. We accept that the substitution of Key Professional Staff shall not be proposed as stated in ITC Clause 10 and ITC Clause 25.1 may lead to the termination of Contract negotiations.
- f. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 29.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorised Signature {In full and initials}:

Name and Title of Signatory:

Name of Consultant (company's or JV's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Consultant's Organisation**

*[Provide here a brief (**maximum of 2 pages**) description of the background and organisation of your firm/entity for this assignment.]*

## **6.2 Form TECH-2: Technical Proposal Submission Form**

### **A - Consultant's Experience under eligibility criteria 6.1(A)**

Company Registration Certificate for all members of JV to be furnished

**B - Consultant's Experience under eligibility criteria 6.1(B)**

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under the clause 6.1(B) of ITC]

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

Firm's Name: \_\_

Proof of Consultant's Experience in the form of signed & stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer should be submitted.

**C - Consultant's Experience under eligibility criteria 6.1(C)**

[Using the format below, provide information on each assignment under eligibility criteria for which your firm was legally contracted, for carrying out consulting services requested under the clause 6.1(C) of ITC]

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

Firm's Name: \_\_

Proof of Consultant's Experience in the form of signed & stamped letter of the authorised signatory (not less than the rank of General Manager or equivalent) issued by the Employer should be submitted.

No. of stations that were included in the metro assignment shall be specified.

**D - Average Annual Turnover in INR for Last Three Consecutive Years**

[Using the format below, provide information under the clause 6.1(D) of ITC]

<b>Annual Turnover from Consultancy Services (in INR)<sup>2</sup></b>			
	<b>31<sup>st</sup> March, 2020</b>	<b>31<sup>st</sup> March, 2019</b>	<b>31<sup>st</sup> March, 2018</b>
Lead Member			
Member-2			

Note:

1. Enclose a copy of Registration document
2. Enclose a copy of Audited Financial Statement for the respective financial years with authorized signatory or a statement from Chartered Accountant stating the turnover.

*Note: For quoting Annual Turnover the International traded currency permitted is US Dollar. The single currency for price conversion is INR. The source of Official selling rate is Reserve Bank of India. The date of exchange rate is 01/04/2021.*



### **6.3 Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Employer**

#### **A - On the Terms of Reference**

*Consultant's suggestions and comments on ToR*

#### **B - Facilities by Employer (MMRCL)**

*Comment on facilities to be provided by the MMRCL*

#### **6.4 Form TECH-4: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following five chapters:

- a. Understanding of Scope of Services: In this chapter you should explain your understanding of the objectives of the assignment and scope of services.
- b. Approach & Methodology: In this chapter you should explain your approach to the services for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance.
- c. Innovative NFBR initiatives in a similar project: Innovative initiatives employed by you in similar projects to help ensure healthy competition in the bids and maximisation of revenue for the Client.
- d. Work Plan/Activity Schedule: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-8.
- e. Organisation & Staffing and Staffing Schedule: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Present the manning schedule for Key Personnel and Support Personnel as per the understanding on the scope of services, approach and methodology.

**6.5 Form TECH-5: Team Composition and Task Assignments**

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

## 6.6 Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Years with the Firm:** \_\_\_\_\_
5. **Present Position in the Firm:** \_\_\_\_\_
6. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
7. **Education** [*Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
9. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation*]

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_ Positions held: \_\_\_\_\_

<p><b>10. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (Key Qualifications)</b></p>	<p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Employer: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

### 11. Certification:

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

\_\_\_\_\_  
*[Signature of candidate]* Date: \_\_\_\_\_  
 Day/Month/Year

\_\_\_\_\_  
*[Signature of authorised representative of the staff]* Date: \_\_\_\_\_  
 Day/Month/Year



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

Note: CV of each individual should be signed by the respective staff member along with the date and endorsed by the authorised representative of the firm.

## 6.7 FormTECH-7: Staffing Schedule

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

1. For Key Professional Staff (local & foreign) and Support Professional staff, the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: clerical staff, etc.).
2. Months are counted from the start of the assignment.

 Full time input    
  Part time input

## 6.8 Form TECH-8 Work Schedule/ Activity Schedule

SN	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														
5														
N														

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

## **7 Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 4.

## 7.1 Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:  
The Managing Director,  
Mumbai Metro Rail Corporation Limited,  
Bandra Kurla Complex, Bandra (E),  
Mumbai 400051

Dear Sir:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 10.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

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



## 7.2 Form FIN-2: Summary of Costs

### Summary of costs

SN.	Name of Activity	Amounts (INR)	
		In Figures	In Words
1.	Consultancy Fee inclusive of all the local taxes & duties, except applicable GST which would be reimbursed by MMRCL.		

*Note: The cost of the consultancy is the one given in the summary as above and payment is to be made as per payment schedule.*

Price Component	Currency (INR)	Amount(s) in INR
Remuneration (a) in INR		
Reimbursable		
Miscellaneous Expenses		
Subtotal		_____

*{Please note that above summary shall be the same as in Form FIN-1}.*

**7.3 Form FIN-3: Breakdown of Staff-Month Cost (All inclusive) <sup>1</sup>**

<b>Key Professional (Foreign)</b>				
<b>Sr No</b>	<b>Name<sup>2</sup></b>	<b>Man-month rate</b>	<b>Position<sup>3</sup></b>	<b>Staff-month Cost in INR</b>
1				
<b>Key Professional (Local)</b>				
<b>Sr No</b>	<b>Name<sup>2</sup></b>	<b>Man-month rate</b>	<b>Position<sup>3</sup></b>	<b>Staff-month Cost in INR</b>
1				
2				
3				
4				
5				
<b>Support Professionals</b>				
<b>Sr No</b>	<b>Name<sup>2</sup></b>	<b>Man-month rate</b>	<b>Position<sup>3</sup></b>	<b>Staff-month Cost in INR</b>
<b>Support Staff</b>				
<b>Sr No</b>	<b>Name<sup>2</sup></b>	<b>Man-month rate</b>	<b>Position<sup>3</sup></b>	<b>Staff-month Cost in INR</b>

- 1 Form FIN-3 shall be filled in for the same Professional (Key Professionals and Support Professionals) and Support Staff listed in Form TECH-7.
- 2 Key Professional Staff (Foreign & Local) and Support Professionals should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Key Professional (Foreign, Local) & Support Professional Staff shall coincide with the ones indicated in Form TECH-5.

## **8 Terms of Reference**

### **8.1 Objective of the Consultancy Assignment**

The Consultant shall review the NFBR feasibility report, evaluation of all EOIs and all draft RFPs, finalise the tender documents and assist MMRC in the bidding process to select suitable agencies for the identified NFBR heads. Following award of contracts, the Consultant shall assist with preparing concession agreements and signing of the agreement with the winning entities.

## **8.2 Detailed Scope of Services**

The scope of services shall primarily focus on, but not limited to, as following:

### **Transaction Advisory for:**

#### **8.2.1 In-Station Commercial Development**

- a. Review the draft RFP and update the same considering the inputs received through the EOI process, discussions with MMRCL and current COVID-19 situation
- b. Finalise the strategy for the publishing of RFPs – master concessionaire or individual tenders for different types of commercial spaces available
- c. Prepare a detailed timeline for the floating of the RFPs, in line with the earlier prepared implementation schedule
- d. For the In-Station Commercial Development RFP, review contract terms being followed by metros across India and globally and recommend updates to the RFP that is in lines with the best practices being followed, will maximise revenue for MMRCL and ensure healthy competition for the bids
- e. Liaise with prospective bidders to help them present a business case to their management in terms of expected footfalls, business potential, estimated rentals, margins and breakeven period for various formats like F&B, retail, etc.
- f. To ensure healthy competition for the bids, assist MMRCL through the preparation of presentations and media notes that may be used by the MMRCL Public Relations team for engaging with the media
- g. Bid Process Management:
  - i. Prepare bid notice and assist MMRCL with publishing of the RFP
  - ii. Compile queries received for each bid & prepare response to queries for MMRCL approval
  - iii. Assist MMRCL with conducting pre-bid meeting
  - iv. Prepare addenda as required for the RFPs
  - v. Assist MMRCL with the evaluation of the bids received and prepare a bid evaluation report with recommendations upto award of tender
- h. Award of Contract:
  - i. Finalization of the concession agreements and execution assistance including securing bank guarantees and other formalities
  - ii. Coordinating utilities and space requirements between the concessionaire and MMRCL Planning, Project and Systems teams for each station; including station visits, meetings with relevant officials & assist in drafting related correspondence/reports/Minutes of Meeting, etc.
  - iii. Review media / retail /systems layout plans submitted by the concessionaire for approval by all MMRCL departments
  - iv. Raising of first advance invoice by MMRCL against license fee before commissioning and supporting activities leading up to commissioning of the line

### **8.2.2.a Advertisement Tender Process**

- a. Prepare a detailed timeline for the floating of the RFP, in line with the earlier prepared implementation schedule
- b. Finalise tender structure for all advertisement inventory across all stations whether to be packaged into single or multiple tenders including Station Semi-Naming Rights
- c. For the Advertisement RFP, review contract terms being followed by metros across India and globally and recommend updates to the RFP that is in lines with the best practices being followed, will maximise revenue for MMRCL and ensure healthy competition for the bids
- d. Liaise with prospective bidders on regular basis and assist them with inputs required in their business case such as ridership estimates, no. of potential impressions, cost per impression, sync with the branding rights to ensure no conflict, etc.
- e. To ensure healthy competition for the bids, assist MMRCL through the preparation of presentations and media notes that may be used by the MMRCL Public Relations team for engaging with the media
- f. Bid Process Management:
  - i. Prepare bid notice and assist MMRCL with publishing of the RFP
  - ii. Compile queries received for each bid & prepare response to queries for MMRCL approval
  - iii. Assist MMRCL with conducting pre-bid meeting
  - iv. Prepare addenda as required for the RFPs
  - v. Assist MMRCL with the evaluation of the bids received and prepare a bid evaluation report with recommendations upto award of tender
- g. Award of Contract:
  - i. Finalization of the concession agreements and execution assistance including securing bank guarantees and other formalities
  - ii. Coordinating utilities and space requirements between the concessionaire and MMRCL planning, project and systems teams for each station; including station visits and meetings with relevant officials
  - iii. Review media / retail /systems layout plans submitted by the concessionaire for approval by all MMRCL departments
  - iv. Raising of first advance invoice by MMRCL against license fee before commissioning and supporting activities leading up to commissioning of the line

### **8.2.2.b Advertisement rights inside Direct Access Subways:**

- a. Bundling/unbundling of the advertisement rights inside Direct Access Subways with the larger Advertisement package to be evaluated & accordingly RFPs to be finalized
- b. Evaluate sharing of Advertisement Rights with property developers

### **8.2.2.c Liaisoning & finalizing In-Tunnel Advertising Operators**

MMRCL is considering pilot advertisement schemes of innovative advertisement technologies such as in-tunnel advertising. The Consultant shall assist MMRCL in reviewing such schemes.

- a. Assess commercial viability of in-tunnel advertising
- b. Liaise with prospective national/international firms in the field of in-tunnel advertisement
- c. Assist in creating documents for engaging with firms involved in such unique technology

### **8.2.3 Metro Station Direct Access**

The Consultant shall assist MMRCL in Joint Development Agreement (JDA) process in the following ways:

- a. Ensuring prospective bidders' financial commitment for undertaking Technical study through identified Consultants
- b. Liaise with prospective developers by presenting to them a business case of the estimated incremental commercial rentals and occupancy due to direct access, the breakeven period given the estimated capex and opex; thereby helping them in decision making
- c. Preparation of draft JDA and assist upto final signing with developers

## **8.3 Study Administration**

- a. Bi-Weekly review meetings will be carried out with MMRCL officials and Team Leader, Dy. Team Leader and concerned professionals to meeting subject should attend the said meetings compulsorily
- b. The Consultant will work in close liaison with MMRCL. MMRCL will constitute a Technical Advisory Committee (TAC) for the purpose of technical guidance to the Consultants and monitoring of the study.
- c. The ED (Planning), MMRCL will be responsible for the overall coordination.
- d. ED (Planning), MMRCL will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- e. The Consultant will make a presentation on all the submitted reports for discussion to the Technical Advisory Committee.
- f. Regular communication with the ED (Planning), MMRCL and any other officer designated is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, and occasional meetings.

## 8.4 Completion of Services

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

## 8.5 Deliverables and Payment Schedule

- **T = Start date**
- **'X' m = Number of months**
- **(Submission Timeline)**

Payment Milestone	Advertisement & Semi-Naming Rights	Retail	Programme management Direct Access	Programme management In-Tunnel Advt.
Inception Report	10% (T + 0.5 m)			
Publishing of RFP	7.5% (T + 2 m)	7.5% (T + 4 m)	-	-
Evaluation of Bids Received	10% (T + 6 m)	10% (T + 8 m)	-	-
Signing of contract agreement with bidder	5% (T + 7 m)	5% (T + 9 m)	5% (T + 6 m)	5% (T + 9 m)
Finalisation of the utilities and infra requirements	6% (T + 11 m)	6% (T + 13 m)	5% (T + 9 m)	4%* (T + 13 m)
On Raising of Invoice for 1st annual payment	5% (T + 18 m)	5% (T + 18 m)	2% (T + 18 m)	2% (T + 18 m)
To incentivise the Consultant to maximise the revenue that MMRCL can generate through NFBR sources identified in this RFP, a success fee shall be given to the Consultant. A one-time Success Fee amounting to 0.5% of the 1 <sup>st</sup> two years equivalent license fee (for the two-year lock-in period which is confirmed to MMRC) received through the NFBR sources identified in this RFP provided that the total two-year equivalent license fees exceed ₹ 100 Cr (exclusive of taxes).				

**\* Finalisation of the utilities and infrastructure requirements includes:**

- i. Finalisation of the concession agreements and execution assistance including securing bank guarantees and other formalities
- ii. Coordinating utilities and space requirements between the Concessionaire and MMRCL Planning, Project and Systems teams for each station; including station visits, meetings with relevant officials & assist in drafting related correspondence/reports/MoM, etc.
- iii. Review media / retail /systems layout plans submitted by the Concessionaire for approval by all MMRCL departments

## 9 Form of Contract

### LUMP-SUM

#### **Name of work: RFP for Bid Process Management for Mumbai Metro Line-3 Non-Fare Box Revenue Streams [2<sup>nd</sup> Call]**

*(Text in brackets [ ] is optional; all notes should be deleted in final text)*

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, Mumbai Metro Rail Corporation Limited (hereinafter called the “Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Employer”) and, on the other hand, a joint venture/Consortium consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).

#### WHEREAS

- 1.1. the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- 1.2. the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has 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:
  - a. The General Conditions of Contract;
  - b. The Special Conditions of Contract;
  - c. The following Appendices:

Appendix A: Scope of Work

Appendix B: Work Plan and Methodology

Appendix C: Key Personnel

Appendix D: Description of Services

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Reporting Requirements

Appendix G: Payment Schedule

Appendix H: Services and Facilities Provided by the Employer

Appendix I: Minutes of Negotiations



Appendix J: Letter of Intent

Appendix K: Letter of Acceptance

Appendix L: Power of Attorney

2. The mutual rights and obligations of the Employer and the Consultant 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 Employer 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 first above written.

For and on behalf of Mumbai Metro Rail Corporation Limited

[Authorised Representative]

For and on behalf of [name of Consultant]

[Authorised Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorised Representative]

## **9.1 General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India.
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in agreement of such signed Contract:
- c. "Effective Date" means the date on which this Contract comes into force
- d. Employer / Client means MMRCL represented by Managing Director/Executive Director (Planning)
- e. 'Engineer in charge' means any officer designated by the Employer for the project.
- f. "GC" means these General Conditions of Contract;
- g. "Government" means the Government of India / government of Maharashtra.
- h. "Local Currency" means the Currency of the Government of India.
- i. "Party" means the Client or the Agency, as the case may be, and Parties means both of them.
- j. "Personnel" means persons hired by the Agency 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 Agency pursuant to this Contract may be amended or supplemented.
- m. "Third-Party" means any person or entity other than the Government, the Client the Agency.
- n. "In writing" means communicated in written form with proof of receipt.

#### **1.2. Relation between the Parties**

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

#### **1.3. Law Governing contract**

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

#### **1.4. Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.5. Notices**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### **1.6. Location**

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

### **1.7. Authorised Representative**

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

### **1.8. Authority of Member in Charge**

In case the Consultant consists of a Joint Venture/ Consortium of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

### **1.9. Taxes and Duties**

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

### **1.10. Fraud and Corruption**

- i. If the Employer determines that the Consultant and/or its Personnel, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2.10 shall apply as if such expulsion had been made under Clause 2.10(f).
- ii. Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Clause 4.3.

#### **1.10.1. Definitions:**

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is
- vi. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1. Effectiveness of Contract**

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

### **2.2. Commencement of Services**

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

### **2.3. 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.

### **2.4. Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.10 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.

### **2.5. Modifications or Variations**

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.

### **2.6. No Breach of Contract**

The failure of a party to fulfil 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.

## **2.7. 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 fulfil 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

## **2.8. 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.

## **2.9. Suspension**

The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## **2.10. Termination**

The Client may by not less than thirty (30) days shall give the written notice of termination to the Agency 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 Agency fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause GC 2.9 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 Agency become (or, if the Agency 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 Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- d. If the Agency submit to the Client, a statement which has a material effect on the rights, obligations and interests of the Client and which the Agency know to be false.
- e. If, as a result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

- f. If the Agency, 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.

#### **2.11. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.10 hereof, or upon expiration of this contract, pursuant to Clause GC 2.5 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 Agency 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.

#### **2.12. Disputes about Events of Termination**

- a. Except where otherwise specified in the contract and subject to the powers delegated to him by MMRCCL then in force the decision of the Executive Director 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 Agency is not satisfied with the order passed by the Executive Director as aforesaid, the Agency 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 Agency claim rejected by ED is not frivolous and that there is some substance in the claim of the Agency as would merit a detailed examination through a suitable committee appointed for the purpose by the MD if necessary and in that case decision taken by the committee shall be finalized by the competent authority and same shall be binding to the Agency.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1. General**

##### **3.1.1. Standard of Performance**

The Agency 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 Agency 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 Third Parties.

### **3.1.2. Law Governing Services**

The Agency shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that Personnel of the Agency comply with the Applicable Law.

### **3.2. Conflict of Interests**

The Consultant shall hold the Employer's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **3.2.1. Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Agency, shall constitute the Agency's sole remuneration in connection with this Contract or the Services and the Agency 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 Agency shall use their best efforts to ensure that any Personnel shall not receive any such additional remuneration.

#### **3.2.2. Agency and Affiliates Not to engage in Certain Activities**

The Agency agree that during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency 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.

#### **3.2.3. Prohibition of Conflicting Activities**

The Agency 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.

### **3.3. Confidentiality**

The Agency 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.

- a. Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party. However, it shall be the duty of Consultant to intimate the Client before disclosing any information arising out of or related to Client in any manner.
- b. Consultant may disclose confidential information: (a) to its employees, directors and officers, on a need-to-know basis, as required for performance of services, provided such employees,

directors and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance purposes.

- c. Consultant shall send prior intimation to Client before disclosing information.
- d. Consultant shall return to the Client all Confidential Information furnished under this Contract together with any copies thereof (including erasing Confidential Information from any computer hard drives or memory keys or such other similar devices and media) and shall provide to Client a certificate stating that the Confidential Information returned comprises all the Confidential Information in the Consultant's possession or control.

In addition to this, Consultant shall disclose and provide to the Client, details of confidential information (including working papers) retained by them for audit requirement.

### **3.4. Liability of the Agency**

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

### **3.5. Reporting Obligations**

- a. The Consultant shall submit to the Employer the reports and documents specified in Appendix D hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- b. Final reports shall be delivered in softcopy in addition to the hard copies specified in said Appendix.

### **3.6. Documents Prepared by the Consultant to be the Property of the Employer**

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

### **3.7. Insurance to be Taken Out by the Consultant**

- a. The agency shall take out and maintain at their 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
- b. 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.

## **4. CONSULTANT'S PERSONNEL**

### **4.1. Description of Personnel**

- a. The Consultant shall employ and provide such qualified and experienced Personnel are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C.



- 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 Agency, if any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings.

#### **4.2. Approval of Personnel**

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

#### **4.3. Removal and/or Replacement of Personnel**

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as death or medical incapacity, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. If the Team Leader is changed for reasons other than the reasons such as death or medical incapacity, then a financial penalty of 10% of the overall fee will be levied.
- b. If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **5. PAYMENTS TO THE CONSULTANT**

#### **5.1. Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in GC Clause 5.2 if the Parties have agreed to additional payments in accordance with GC Clause 2.5.

#### **5.2. Contract Price**

The price payable in local currency is set forth in the SC.

#### **5.3. Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.5, a breakdown of the lump-sum price is provided in Appendix E.

#### **5.4. Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC.

## **6. GOOD FAITH and FAIRNESS**

### **6.1. 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 objectives of this Contract.

### **6.2. 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.

## **7. SETTLEMENT OF DISPUTES**

### **7.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **7.2. Dispute Resolution**

Any dispute or difference whatsoever arising between the parties out of this contract / agreement shall be first referred to the MD, MMRCL who shall act as conciliator.

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

## 9.2 Special Conditions of Contract

Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The language/s is ENGLISH
1.5	<p>The addresses are:</p> <p>Employer:</p> <p><b>Mumbai Metro Rail Corporation Limited</b></p> <p>Attention: <b>R. Ramana, Executive Director (Planning)</b></p> <p>E-mail: _____</p> <p>Consultant: (Registered address of awardee bidder)</p> <p>_____</p> <p>Attention:</p> <p>_____</p> <p>Facsimile:</p> <p>_____</p> <p>E-mail:</p> <p>_____</p> <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> <p><i><b>Note:</b> If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause GC 1.8 should be inserted here. If the Consultant consists only of one entity, this Clause GC 1.8 should be deleted from the GC.</i></p>

<b>1.9</b>	The Employer warrants that the Consultant and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing/amended or enacted laws during the life of this contract. The Employer shall perform such duties in regard to deduction taxes as may be lawfully imposed
<b>2.1</b>	The Effective Date shall come into effect on the date Contract is signed by both parties.
<b>2.2</b>	The date for the commencement of Services is 15 days from the effective date
<b>2.4</b>	The time-period shall be 18 months from the effective date of contract.
	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Third Party motor vehicle liability insurance required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any Associate(s) or their Personnel for the period of consultancy with a minimum coverage of Indian Rupees Ten lacs.</li> <li>b) Third Party liability insurance, with a minimum coverage of Indian Rupees Ten Lacs for the period of consultancy.</li> <li>c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per Clause 3.4 of GC.</li> <li>d) Employer's liability and employer's compensation insurance in respect of the Personnel of the Consultant and of any Associate(s), 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; or Undertaking from the Consultant accepting liability in such incidents.</li> </ul>
<b>3.6</b>	The Consultant shall not use these documents for purposes unrelated to this Contract without prior written approval of the Employer.
<b>5.1</b>	<p>The account details are as follows:</p> <p><i>[insert account]</i></p> <p>Payments shall be made according to the payment schedule presented in Appendix F.</p>

### **9.3 Appendices**

Appendix A: Scope of Work

Appendix B: Work Plan and Methodology

Appendix C: Key Personnel

Appendix D: Description of Services

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Reporting Requirements

Appendix G: Payment Schedule

Appendix H: Services and Facilities Provided by the Employer

Appendix I: Minutes of Negotiations

Appendix J: Letter of Intent

Appendix K: Letter of Acceptance

Appendix L: Power of Attorney