



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSAL (RFP)

for

Planning, Detailed Engineering Design and Bid Process Management for Elevated Bus Rapid Transit System (BRTS) from Bandra to Dahisar

APRIL 2015

Mumbai Metropolitan Region Development Authority
Bandra-Kurla Complex, Bandra (E), Mumbai-40005

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Section 1: Global Invitation for Request for Proposal (RFP)



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

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Request for Proposal (RFP) for consultancy services for Planning, Detailed Engineering Design and Bid Process Management for Elevated Bus Rapid Transit System (BRTS) from Bandra to Dahisar

1. MMRDA is making all efforts towards Transforming Mumbai Metropolitan Region (MMR) into world-class metropolis with vibrant economy and globally comparable quality of life for all citizens’.
2. In this endeavour MMRDA intends to develop BRTS corridors in MMR in a phased manner and decided to take up ‘Elevated **BRTS Corridor along Western Express Highway from Bandra to Dahisar a stretch of about 25 km** as a pilot project.
3. MMRDA invites proposals from consultants of international repute to carry out “**Planning, Detailed Engineering Design and Bid process management for Elevated BRTS from Bandra to Dahisar**”.
4. Consultants shall meet the following Eligibility Criteria:
 - A) Minimum 10 years experience in consultancy services in urban transportation projects.
 - B) Should have experience in Planning & Designing, bid process management of atleast one BRTS project in the last 10 years over a length of at least 10 km in an Urban Area.
 - C) Annual average turnover of Rs. 15 crore in the last three financial years
5. JV/Consortia of not more than 3 are permitted.

The RFP documents can be downloaded from the website www.mmrda.maharashtra.gov.in from 17th April 2015. The pre-proposal meeting will be held on **7th May, 2015**.
6. The RFP proposals complete in all respects should reach the office of the Chief, Transport & Communications Division, MMRDA **4th June, 2015 by 15:00 Hrs.**
7. Processing fee of **Rs 1, 00,000** (Rupees One Lakh) shall be paid in the form of Demand Draft (DD) / Pay Order and be drawn in favour of “MMRD Fund” on any Indian Nationalized/ Scheduled / Commercial Bank or Indian Branch of Foreign Bank Payable at Mumbai.
8. For further details communication can be sent to
 - Chief,**
Transport & Communications Division,
8th Floor, MMRDA office,
Bandra-Kurla Complex
Bandra (E), Mumbai-400051
9. MMRDA reserves the right to accept or reject all the Proposals without assigning any reason thereto.

Chief
Transport and Communications
Divison

Date: 16th April 2015

No. T&C/MRTS/E BRTS/2015

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Definitions

- a) “Consultant” means any entity that may provide or provides the Services to the MMRDA under the Contract;
- b) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices;
- c) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions;
- d) “Day” means calendar day;
- e) “Government” means the Government of Maharashtra;
- f) “Instructions to Consultants” (Section 2 of the RFP) means the document which provided to the Consultant;
- g) “MMRDA” or “Authority” means the agency with which the selected Consultant signs the Contract for the Services;
- h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the INDIA ; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India;
- i) “Proposal” means the Technical Proposal and the Financial Proposal;
- j) “RFP” means the Request for Proposal prepared by the MMRDA for the selection of Consultant;
- k) “Services” means the work to be performed by the Consultant pursuant to the Contract;
- l) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services;
- m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the MMRDA and the Consultant, and expected results and deliverables of the assignment;
- n) “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;
- o) “ITC” means Instructions to Consultants

- 1. Introduction**
- 1.1 The MMRDA will select a consulting firm (“the Consultant”) in accordance with the method of selection specified in the Data Sheet.
 - 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 Consultants should familiarize 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 the MMRDA before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the MMRDA’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.4 The MMRDA will provide timely inputs and facilities specified in the Data Sheet, at no cost to the Consultants; assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The MMRDA 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 Consultants.
- Conflict of Interest**
- 1.6 MMRDA requires that Consultants provide professional, objective, and impartial advice and at all times hold the MMRDA’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A firm that has been engaged by the MMRDA 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
- Conflicting activities**

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.

Conflicting assignments

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates 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 Client. 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 a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. The hired consultant for the present assignment shall not work with any other firm or developer or agency on the same assignment nor would advise on such matters to any other firm except MMRDA.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the MMRDA'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 MMRDA throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of

the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the MMRDA shall work as Consultants under their own ministries, departments or agencies. Recruiting former employees of the MMRDA 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 Personnel in their technical proposal, such Personnel 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 MMRDA by the Consultant as part of his technical proposal.

**Unfair
Advantage**

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

**Fraud and
Corruption**

1.7 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:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹
- (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 obligation²;
- (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 party³;
- (iv) “coercive practices” is impairing or harming, or

¹ “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 organizations taking or reviewing selection decisions.

² 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.

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

threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

(v) “obstructive practice” is

(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 MMRDA 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

(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;

(c) Will sanction a firm or an individual at any time.

1.8 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 1.7) 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.

1.9 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 4).

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

- Eligibility Criteria** 1.10 The applicant should fulfil the eligibility criteria as stated below:
- A) Minimum 10 years experience in consultancy services in urban Transportation projects.
 - B) Should have experience in Planning & Designing, bid process management of atleast one BRTS project in the last 10 years over a length of at least 10 km in an Urban Area.
 - C) Annual average turnover of Rs. 15 crore in the last three financial years
 - (D) JV more than 3 members shall not be allowed.
- Eligibility** 1.11 A firm or an individual sanctioned by the MMRDA in accordance with the above para. 1.7 (c) shall be ineligible to be awarded contract by MMRDA, during such period of time as the MMRDA shall determine.
- Origin of Goods and Consulting Services** 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Government of India prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only One Proposal** 1.13 Consultants may only submit one proposal. If a Consultant submits in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.14 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 MMRDA will make its best effort to complete negotiations within this period. Should the need arise; however, the MMRDA may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet

- Amendment of RFP Documents**
- before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the MMRDA's address indicated in the Data Sheet. The MMRDA 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 the source of inquiry) to all Consultants. Should the MMRDA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the MMRDA may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the MMRDA may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the MMRDA, shall be written in English language.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) The estimated number of Key Professional staff-months for the assignment has been shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months assessed by the Consultants.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (c) Documents to be issued by the Consultants as part of this assignment must be in the English language (Reference Paragraph 3.1).
 - (d) The Consultant shall furnish as part of its Proposal, a non refundable Bid Processing Fee of [INR 10,0000 (Indian Rupees One Lakh only)] in the form of a Demand Draft/Pay order issued by the Nationalised/ Scheduled Bank in India in favour of the "MMRD Fund" payable at Mumbai (the "**Bid Processing Fee**").
- Language**
- Bid Processing Fee**

Bid Security

(e) Nil

Technical Proposal Format and Content

3.4

Consultants are required to submit a Full Technical Proposal (FTP). The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

- (a) (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint 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 MMRDA.
- (b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the MMRDA (Form TECH-3 of Section 3).
- (c) (i) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (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

- 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3).
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6 The Financial proposal should be a Lump-sum proposal exclusive of service tax which will be separately reimbursed, and shall be prepared using the attached Forms specified in Section 4. 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.
- 3.7 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 indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- Taxes**
- 3.7 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.
- 3.8 Consultant shall express the price of their services in INR only.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of

Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, title of the project, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 4TH JUNE, 2015**". The MMRDA shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the MMRDA no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the MMRDA after the deadline for submission shall be returned unopened.
- 4.6 The MMRDA shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal

- 5.1 From the time the Proposals are opened to the time the Contract is

Evaluation

awarded, the Consultants should not contact the MMRDA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluation Committee of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2. Prior to evaluation of Proposals the MMRDA's appointed authority will determine whether each proposal is responsive to the requirements of the RFP. The MMRDA may, at its sole discretion, reject any proposal that is not responsive hereunder. A proposal shall be considered responsive only if;

- a) The technical proposal is received in the form specified Section -3 of RFP.
- b) It is received by the proposed due date including any extension thereof pursuant to Para 2.2 of ITC
- c) It is signed, sealed. Bound together in hard cover and marked as stipulated in para 4.4 of ITC.
- d) It is accompanied by a valid Power of Attorney pursuant to para 4.2 of ITC.
- e) It contains all the information (complete in all respect) as required in RFP.
- f) It does not contain any condition.

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 particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.3. MMRDA 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.

Public Opening and Evaluation of Financial

5.4 After the technical evaluation is completed the MMRDA 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 mark or were considered non responsive to

Proposals

the RFP, that their Financial Proposals will be returned unopened after completing the selection process. The MMRDA shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 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 mark 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.

5.6 The Evaluation authority of MMRDA will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. Under the Lump-Sum form of contract has been included in the RFP; no corrections are applied to the Financial Proposal in this respect.

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

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. 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 the MMRDA 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.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and

organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The MMRDA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the MMRDA to ensure satisfactory implementation of the assignment. MMRDA shall prepare minutes of negotiations which will be signed by the MMRDA and the Consultant.

- | | | |
|---|-----|--|
| Availability of Professional staff/experts | 6.3 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the MMRDA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the MMRDA will require assurances that the Professional staff will be actually available. The MMRDA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.4 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the MMRDA and the Consultant will initial the agreed Contract. If negotiations fail, the MMRDA will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the MMRDA shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, the MMRDA shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet or such other date as may be mutually agreed. |
| | 7.3 | If the Consultant fails to either sign the Agreement as specified in Clause 7.1 or commence the assignment as specified in Clause 7.2, the Authority may invite the Consultant whose proposal received the second highest score to negotiate a Contract. In such an event, the Bid Security of the first ranked Consultant shall be forfeited and appropriated in accordance with the provisions of Clause 3.3 (f). |

8. Confidentiality 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the MMRDA's antifraud and corruption provisions as indicated in clause 1.7.

Data SHEET

Paragraph Reference	
1.1	Method of selection: <i>Quality and Cost Based Selection (QCBS)</i>
1.2	Financial Proposal to be submitted together with Technical Proposal: <i>Yes</i> Name of the assignment is “Planning, Detailed Engineering Design and Bid Process Management for Elevated BRTS from Bandra to Dahisar ”
1.3	A pre-proposal conference will be held: <i>Yes</i> Date: <i>7th May, 2015 at 1500 hrs.</i> Address: <i>6th Floor, Committee Room, MMRDA Building, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051</i>
1.4	The MMRDA will provide the following inputs and facilities: <i>Past study reports shall be made available as a reference documents.</i>
1.6.1 (a)	The MMRDA envisages the need for continuity for downstream work: <i>No (Currently)</i>
1.14	Proposals must remain valid for 180 days after the submission date.
3.3 (a)	Short listed Consultants may associate with other short listed Consultants: <i>Not Applicable</i>
3.3 (b)	The estimated number of Key professional man-months for the assignment is: <i>30 man-months</i> . The supporting professional staff will be proportionately assessed by the Consultant to complete the assignment successfully. However, consultants are requested to make their own assessment.
3.4	The format of the Technical Proposal to be submitted is: <i>Full Technical Proposal (FTP)</i>
3.4 (g)	Training is a specific component of this assignment: <i>No</i>
3.6	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 MMRDA and the Consultant need to provide the information as per Form FIN-3 of Section 4.
3.7	Amounts payable by the MMRDA to the Consultant under the contract to be subject to local taxation: <i>Yes</i> If affirmative, the MMRDA will: (a) reimburse the Consultant ‘Applicable Service tax’ paid by the Consultant 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																																														
3.8	Consultant to state local cost in the national currency: <i>Yes</i>																																														
4.3	Consultant must submit one copy in Original, two true copies and a soft copy of the Technical Proposal. Financial Proposal must be in Original copy only .																																														
4.5	<p>The Proposal submission address is: Mr. P R K Murthy Chief, Transport & Communication Division MMRDA Building, 8th Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 Phone: +91-022-2659 4107, Fax: +91-022-2659 4182, e-mail: tncprojects2012@gmail.com;</p> <p>Proposals must be submitted no later than the following date and time: 4th June, 2015 by 1500 hrs.</p>																																														
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) <u>Specific experience of the firm relevant to the assignment:</u></td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) <u>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</u></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Understanding of Scope of Services</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">b) Approach</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="padding-left: 20px;">c) Methodology</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="padding-left: 20px;">d) Work Plan/ Activity Schedule</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="padding-left: 20px;">e) Organisation & Staffing and Manning Schedule</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (i) & (ii):</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>(iii) <u>Key professional staff qualifications and competence for the assignment:</u></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a. Sr. Bridge Engineer</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td style="padding-left: 20px;">b. BRTS Expert</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td style="padding-left: 20px;">c. Traffic & Transportation Engineer</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">d. Environmental Expert</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="padding-left: 20px;">e. Social Expert</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td style="padding-left: 20px;">f. Economic & Financial Analyst</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td style="padding-left: 20px;">g. Contract Specialist</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td style="padding-left: 20px;">h. Systems Expert</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (iii):</td> <td style="text-align: right;">[60]</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[75%]</td> </tr> <tr> <td>3) Experience in region</td> <td style="text-align: right;">[5 %]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table>		<u>Points</u>	(i) <u>Specific experience of the firm relevant to the assignment:</u>	[10]	(ii) <u>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</u>		a) Understanding of Scope of Services	[5]	b) Approach	[4]	c) Methodology	[4]	d) Work Plan/ Activity Schedule	[4]	e) Organisation & Staffing and Manning Schedule	[3]	Total points for criterion (i) & (ii):	[30]	(iii) <u>Key professional staff qualifications and competence for the assignment:</u>		a. Sr. Bridge Engineer	[12]	b. BRTS Expert	[12]	c. Traffic & Transportation Engineer	[10]	d. Environmental Expert	[4]	e. Social Expert	[4]	f. Economic & Financial Analyst	[6]	g. Contract Specialist	[6]	h. Systems Expert	[6]	Total points for criterion (iii):	[60]	1) General qualifications	[20%]	2) Adequacy for the assignment	[75%]	3) Experience in region	[5 %]	Total weight:	100%
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	<p>Total points for the above three criteria: 100 Points</p> <p><u>For qualifying score under technical proposal, a bidder has to score at least 60% in each category and 80% in total</u></p>
5.6	The single currency for price conversions is: Indian Rupees
5.7	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m 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>
6.1	<p>Expected date and address for contract negotiations: Date: 1 July, 2015 Address: MMRDA Building, 6th Floor, Committee Room Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 Phone: +91-022-2659 4107 Fax: +91-022-2659 4182, e-mail: tncprojects2012@gmail.com;</p>
7.2	<p>Expected date for commencement of consulting services Date: 15th July, 2015 At: Mumbai</p>

Section 3. 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 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form	22
Form TECH-2: Consultant's Organization and Experience	23
A - Consultant's Organization	23
B - Consultant's Experience (During last 15 years)	24
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities	25
A - On the Terms of Reference	25
B - On Counterpart Staff and Facilities	26
Form TECH-4: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for Performing the Assignment	27
Form TECH-5: Team Composition and Task Assignments	28
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	29
Form TECH-7: Staffing Schedule ¹	31
Form TECH-8 Work Schedule/ Activity Schedule	32

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We [Insert a list with full name and address of each Consortia/ Joint Venture members] are submitting our Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience (During last 15 years)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
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 attested copies (not less than the rank of Executive Engineer/Transportation Planner) of the Certificates issued by the Client or Contract Agreement need to be submitted.

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the MMRDA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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 (50 pages, inclusive of charts and diagrams) divided into the following five chapters:

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

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

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

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 Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-8.

e) Organization & Staffing and Staffing Schedule. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. Present the manning schedule for Key Personnel and Support Personnel as per the understanding on the scope of services, approach and methodology. The Staffing Schedule should be consistent with the Staffing Schedule of Form TECH-7.

Form TECH-5: Team Composition and Task Assignments

Key Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
Supporting Staff				

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. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

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

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

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

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. 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.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

B. Completion and Submission of Reports/ Deliverables (as per ToR)

Stage	Report No.	Description of the Deliverable	Month No.
1	1-1		
	1-2		
	1-3		
	1-4		
	1-5		
	1-6		
	1-7		
	-		
	-		
	-		
	-		
2	2-1		
	2-2		
	-		

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2.

Form FIN-1: Financial Proposal Submission Form.....	35
Form FIN-2: Summary of Costs	36
Form FIN-3: Breakdown of Staff-Month Cost (All inclusive) ¹	37
Form FIN-4: REIMBURSABLES (Local & Foreign).....	38
Form FIN-5: Miscellaneous	40

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes & duties, except applicable Service Tax which would be paid separately by MMRDA.

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 1.14 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

Form FIN-2: Summary of Costs

Sl. No.	Name of Activity	Amounts (INR)	
		In Figures	In Words
1.	Consultancy Fee inclusive of all the local taxes & duties, except applicable Service Tax which would be reimbursed by MMRDA.		

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.

- *The Cost breakup for each head to be given separately*

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

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

Form FIN-4: REIMBURSABLES (Local & Foreign)

A-LOCAL STAFF

Sl. No.	Item	Unit	Quantity	Unit Price	Rate (INR)	Amount (INR)
				Currency		
1)	Return Flights (Including Local Taxi Fare)					
1.1	Air Fare for Key Professionals					
	To and Fro	r/trip		INR		
2)	Miscellaneous Travel Expenses (including taxi fare)					
2.1	Train Fare (II AC) for Support Professionals (To and Fro)	r/trip		INR		
3)	Subsistence Allowance					
3.1	Key Professionals	days		INR		
3.2	Support Professionals	days		INR		
4)	Local Transportation Cost					
4.1	Vehicle Hire Charges includes cost for rental, drivers, operation, maintenance, repair, insurance etc.	v.months		INR		
5)	Office					
5.1	Rent	months		INR		
5.2	Office Maintenance	months		INR		
5.2	Office furniture and Equipment	Lumpsum		INR		
6)	Surveys:	Locations		INR		
	1					
	2					
	3					
	.					
	n					
7)	Secondary Data Collection and Mapping					
		Lumpsum				
	TOTAL					

B-FOREIGN STAFF

Sl. No.	Item	Unit	Quantity	Unit Price	Rate	Amount
				Indian Currency		
1)	Return Flights (Including Local Taxi Fare)					
1.1	Air Fare for Foreign Key Professionals					
	To and Fro	r/trip				
2)	Miscellaneous Travel Expenses (including taxi fare)					
2.1	Foreign Key Professionals (To and Fro)	r/trip				
3)	Subsistence Allowance					
3.1	Foreign Key Professionals	days	-			
4)	Local Transportation Cost					
4.1	Vehicle Hire Charges includes cost for rental, drivers, operation, maintenance, repair, insurance etc.	v.months				
	TOTAL					

Form FIN-5: Miscellaneous

Sl. No.	Item	Unit	Quantity	Unit Price		Amount (INR)
				Currency	Rate	
1)	Office Supplies, Utilities and Communication Costs between Foreign, within India etc. (telephone, telegram, etc.)	months		INR		
2)	Drafting, Reproduction of Reports:			INR		
3)	Study Tour of MMRDA officials					
TOTAL						

\$ Associated Trip Costs will be reimbursed based on actual.

Section 5. Terms of Reference (TOR)

1.0 Background

Mumbai, the administrative capital of Maharashtra and financial capital of India is endeavouring to transform in to international financial centre and world class city. The MMR envisages ‘Transforming MMR in world-class metropolis with vibrant economy and globally comparable quality of life for all citizens’.

Mumbai compared to the other cities of India, has reasonable well organized and efficient transport system comprising the suburban railway and the city bus system (BEST). Together they carry nearly 12.0 million passengers every day in MMR. The modal share of Public Transport has declined from 88% to 78% which is a very critical due to insufficient capacity of existing suburban rail and bus systems to meet growing demand. It is essential to provide a continuous and rapid connectivity by means of road based public Transport modes- ‘Bus Rapid Transit System’ to supplement. The Development and operation of Bus rapid transit system (BRTS) is an integral & important component of transport systems. Such initiatives will help to maintain the share of Public Transport modes atleast at the present modal split.

Development and operation of Bus Rapid Transit System (BRTS) is an integral component of transport systems.

MMRDA had completed the study on planning, designing and implementation assistance of BRTS along the two identified corridors i.e. along Western Express Highway & Eastern Express Highway. These corridors were selected after undertaking a feasibility study carried out along Western Express Highway & Eastern Express Highway which could not be taken up due to Institutional and operational issues.

MMRDA is now intending to take up implementation of ‘Elevated BRTS Corridor along Western Express Highway’ between Bandra – Dahisar.

Objective of Assignment

The objective of this consultancy assignment is to carryout Detailed Engineering design and Bid Process Management for developing ‘Elevated Bus Rapid Transit System along Western Express Highway (Bandra - Dahisar)’ in western suburbs of the city.

Scope of the assignment:-

Undertaking engineering studies, project design, cost estimates, bid documents etc based on surveys and necessary investigations. Consultants need to prepare the Detailed Engineering and Design Report by following available India and International guidelines. It will further include assisting the employer in bid process management. It shall include the updation of traffic situation, available road infrastructure; right of way, future perceived Traffic Growth, road geometry, topography, survey of utility services and cost estimation. This analysis shall lead to an assessment of the magnitude of demand on proposed corridors and resultant requirement of Infrastructure.

The assignment shall be undertaken in following three Stages:

Stage-1A: Preparation of Conceptual and Operational Engineering Plan for the elevated BRTS..

Stage-1B: Detailed Engineering with cost estimates, financial analysis and Risk analysis. Formulation of Project Implementation Strategy

Stage-1C: Impact Assessment Study i.e. Environment Impact Assessment (EIA) & Social Impact Assessment (SIA)

Stage-2: Preparation of Bid Documents and Bid Process Management based on recommended implementation strategy up to the stage of appointment of contractor.

The detailed terms of reference shall be as follows:

Stage-1: A Preparation of Conceptual and Operational Engineering Plan

1.1 Reconnaissance Survey

To carry out reconnaissance survey for selected corridor for identification of specific/typical problem areas such as tight/encroached spots, appreciation of ground constraints / situations such as at existing grade separators and identification of traffic survey location in consultation with MMRDA.

1.2 Detailed Survey

The detailed survey of the alignment along the identified corridor shall be done using total station and Global Positioning System (GPS) and will be produced in electronic format and hard copies containing plans, longitudinal section and Cross-section shall be prepared

standard procedures. While doing the survey encroachments, land required implementing the elevated BRTS with plot number and ownership details shall be furnished.

Consultants shall be required to carry out videography of the corridor involved in the study. Such videography shall cover the available RoW and should be so organized as to focus on important features including unauthorized occupations of RoW and other road features.

1.3 Collection & Review of Secondary data

Consultant shall review the 'Planning, designing and implementation assistance of BRTS' Report prepared by M/s CES in April 2010, as a basis for implementation of elevated BRT system in Mumbai. Consultant shall also collect the relevant secondary data regarding:

1. Right of way and Road Development Plans (road widening / Improvements, flyovers, subways) of the entire corridor from the respective planning agencies;
2. Major intersections and traffic management measures along the entire corridor;
3. Bus routes with frequency and number of buses operating on the corridor.
4. Any other data which may find useful for planning/implementation of Elevated BRTS.

1.4 Traffic Surveys

Consultant shall carry out detailed primary traffic surveys along the corridor and data analysis with appropriate interpretations. These surveys shall include:

1. Speed and Delay survey.
2. Road Network Inventory Surveys
3. Boarding / alighting survey
4. Direction-wise Classified Traffic Volume Survey at mid blocks
5. The consultant will submit preliminary survey report with all the survey data and analysis of travel demand update

1.5 Operational plan

Based on the data collected, consultant shall prepare an operation plan for the corridor; which include the following:

Assessment of demand and number of buses required:

1. Consultant shall update the travel demand on the corridor and other modes through analysis of various data collected and further forecast prepared earlier.
2. Consultant shall estimate fleet requirement meeting the existing as well as future travel demand with closed operating system. The fleet requirement shall be assessed for each corridor on the basis of system's carrying capacity, desired frequency of service during

peak hours, total BRT demand and the turnaround time for the vehicles. Suitable location for depot and workshop to be suggested and proposed.

3. Consultant need to come up with Bus operation Plan covering both morning & evening peak periods, estimation of crew etc.
4. Consultant shall suggest about provision of interchange facilities, measures for removal of buses in case of breakdown or emergency exit, meeting Emergencies i.e. emergency evacuation of passengers, dealing with disabled buses, fire fighting, law and order, road accidents etc.,

2.1 Concept Plan

Preparation of concept plan based on the surveys, data collection and updated travel demand the consultant shall prepare an engineering concept plan and operational plan indicating amongst other the following details and the solutions / proposals thereof:

1. Number of lanes (centre/ side), bus Stops and overtaking facilities.
2. Type of Architectural design for various structures like bus stops etc.
3. Tight spots, religious structures etc:
4. Important Intersections, flyovers, interchange points and side lanes/punctures,service roads;
5. Location of bus Stops and areas served by each;
6. Location of terminals and stabling and access to stabling and workshop:
7. Low vs high station/Bus platforms:
8. Availability of construction sites and alternative routes for traffic diversion during construction:
9. Construction time, disruption to other traffic during construction, suggested diversion plans.
10. Platform level and gap and protection against side collision:
11. Fencing and drainage:
12. Passenger dispersal and Inter-modal interchange facilities;
13. Integrated Ticketing system
14. Safety and Security Provisions

2.2 Amenities

Consultant shall prepare the detailed planning and design for:

1. Automatic Fare collection systems
2. Passenger information displays at bus stops, Public address systems

3. Facilities for physically challenged;
4. Seating and standing at bus shelters;
5. Lighting, fans etc. at bus stops;
6. Advertisements and kiosks;
7. Revenue collection i.e. Ticketing, Ticket checking, Cash handling; and
8. Mechanism for liaison with bus operator.
9. Passenger screen door.

At the end of this stage consultant will submit the report & drawings on concept plan for the proposed operation engineering plan.

Stage-1:B Detailed Engineering Design

3.1 Traffic engineering and management measures

Consultant shall develop traffic diversion plans, as necessary, during construction and after implementation for the corridor including traffic management plan in the influence area of the corridor for smooth functioning of BRTS. Consultant shall design & prepare a plan for traffic signs and road-marking for the candidate corridor. Suitable traffic management measures shall be undertaken wherever required.

3.2 Detailed Engineering Design

Consultant shall prepare detailed geometric design for the BRT corridor covering horizontal as well as vertical profiles. The geometric design shall take care of the BRT lanes, bus stops /terminals, Intersections, slow moving traffic lanes, service lanes, street furniture and general corridor layout. The principles of traffic engineering shall be duly adhered to while designing, the Consultant shall cover following tasks:

1. Consultant shall prepare the designs for recommended type of elevated structure, ascending & descending ramps, pavement specifications and cross-sectional details for the entire stretch of BRT corridor be furnished incorporating all the features such as foot paths, lane details for all types of traffic, dedicated corridor details. At each bus stop, a separate cross-section shall be developed showing passenger shelter, subway/FoB or any other feature that may be proposed. Cross-section is to be prepared for each such location wherever there is a change in features/dimension
2. Consultant shall prepare Detailed Engineering Design and Drawings/Tender Drawings with 30 % detailing and good for tendering purpose

3. Consultant shall design bus shelter and elements of stations, Automated Fare Collection (AFC), Communication systems etc.
4. Consultant shall frame proposals for shifting of utility services wherever required and to work out cost for the same.
5. Consultant shall prepare plans for traffic and utility diversion as agreed by relevant agencies and propose improvements/modifications in road and junction designs if any.
6. Consultant shall prepare technical specifications required for BRTS.
7. Consultant shall identify the locations of access foot over bridge/subway and to furnish structural design for the same. Depending on the design number & locations of escalators/elevators be also identified
8. Consultant shall prepare detailed road marking plan with lane marking zebra crossing, stop line etc.

3.3 Standards and Guidelines

All activities related to field studies, design and documentation shall generally be done as per the latest guideline/ circulars of MoRT&H, MoUD and relevant publication of Indian Road Congress (IRC) and Bureau of Indian standard. For aspects not covered by IRC and BIS, international standard practises may be adopted.

4.0 Passenger handling

Consultant shall assess the passengers at various stops and need to propose AFC gates Foot Over Bridges/escalators subways to access/egress BRT stations. Consultant shall ensure proper modal Integration with other public transport Systems & PTOs including both physical and Ticketing integration. It shall also ensure interoperability with other potential modes of transport in future.

Consultant shall make a provision for arrangement of security and safety for users of BRT system, boarding & alighting facilities for passengers including physically challenged passengers.

5.0 Cost Estimates

5.1. Capital cost

Cost estimates are to be framed on prevailing rates as mentioned in the PWD's DSR or Municipal Corporations of Greater Mumbai's FMR or when required based on rate analysis for all the proposed improvements. The cost estimates shall be supported by detailed analysis & necessary assumptions. The cost estimates to include interalia, the cost of line

structure, AFC systems, land for depot/terminals if any, subways/FoBs/escalators/elevators, bus procurements, PA/PIDS systems, safety and security, surveillance system, etc

5.2. Operation Cost:

The consultants based on the operational plan will assess the O&M cost of proposed system.

5.3. Fare Structure:

The consultants based on the analysis of fare structure adopted in various PT systems in Mumbai will recommend suitable fare structure for the proposed BRTS system and the mechanism for revision of fare structure periodically.

Non Fare revenue:

Consultant shall assess the potential of various non fare revenue measures to cross subsidize the capital and O & M costs and recommend the same.

5.4 Economic and Financial Analysis:

The consultants shall carryout Economic and financial analysis for different fare revenues and non-fare revenues such as commercial development, advertisement etc., The consultant shall also carryout sensitivity analysis for different scenarios in consultation with the employer.

5.5 Drawings

The drawings containing proposals related to the assignment work shall be prepared by the consultant and shall include, but, be, not limited to, the following:-

- Strip Plan of the corridor
- General Alignment drawings
- Land acquisition plans if any
- Typical cross-sections with details of elevated structure, pavement design, BRTS lanes, pedestrian walk- way, drains, trees, street-light poles, medians, bus-shelters service Road, elevated road, flyover, foot over bridge, under-pass, subway, escalator/elevators etc.
- Good for Construction (GFC) drawings for all the works along the corridors
- Structural Drawings for grade separated structures or any other work.
- System drawings showing AFC systems, security systems, PA, PIDS systems, Ticket counters, Ticket vending machines (TVMs) etc.
- Traffic diversion plans during construction

Stage- 1 C Impact Assessment Study

6.1 Environmental Impact Assessment (EIA) of the Project

The objective of the EIA is to provide an understanding of the environmental impact of the proposed project. The EIA shall address the environmental benefits expected to accrue as a result of developing the BRTS corridor. The consultants shall also recommend the mitigation measures of all environmental impact parameters.

6.2 Social Impact Assessment of the Project

The consultant is required to carry out the social impact assessment study. This would also address the mitigation plan, if any due to development of proposed facility. The Environmental and Social Impact assessment should follow the relevant guidelines and standards.

6.3 Implementation Framework

1. Consultant shall, as a part of the study make a detailed recommendation about project implementation framework. The consultant shall recommend a financial model for the project to make self sustainable. The consultant shall also suggest the institutional arrangement for implementation and shall also include the preparation of activity schedule for construction work. This will clearly define the start and end time for various items of works including the material/system/equipment requirements and the funds required.

On approval of Detailed Engineering Report by Technical Advisory Committee (TAC) / High Level Steering Committee (HLSC); the consultants will proceed to the next stage i.e., bid process management.

Stage-2 Bid Process Management

7.1 Packaging/slicing of works:

Consultant shall divide the implementation of the BRTS corridor into suitable packages for civil works and System components to expedite the process of implementation in 4 years time period.

7.2 Qualification of Implementation Agencies:

Consultants in consultation with MMRDA will decide on Pre qualification/Post qualification as appropriate and accordingly prepare PQ, RFQ and/ or Bid documents.

1. Prepare advertisement for Qualification of agencies for different sub components to implement the project;
2. Invite RFQ applications on behalf of MMRDA;
3. Organise a pre-bid conference with the bidders
4. Process and evaluate the applications and shortlist suitable agencies; and
5. Recommend the short listed agencies to MMRDA

The entire corridor to be divided into suitable packages and the same reflected in bid documents.

7.3 Preparation of Bid Documents:

1. Instructions to bidders including bid evaluation criteria and formats for bid submission;
2. Technical and Performance specifications;
3. Agreements and Schedules
4. RFP including the concept drawings; and BOQs
5. Issue RFP documents to the short listed agencies

7.4 Pre-Bid Conference:

1. Attend pre-bid conference to assist MMRDA in providing necessary clarifications;
2. Assess the results of pre-bid conference for operational, technical and risk issues and make recommendations
3. Prepare the minutes of pre-bid conference including responses to the questions raised by short-listed agencies; and
4. Prepare addendum/corrigendum to the bid documents and issue the same to bidders

7.5 Evaluation of Bid Proposals:

1. Assist MMRDA in receiving & evaluating the bids (technical and financial); and
2. Make recommendations of the preferred bidder for award of contract

7.6 Negotiations/ Finalisation of Agreement:

Assist MMRDA in negotiating the financial bid with preferred bidders including providing legal expertise and finalizing the same with respect to scope of services, technical and performance specifications etc.

8.0 Deliverables, Time

The total duration of the assignment shall be Nine (9) months. The Consultant shall deliver the following deliverables during the course of this Consultancy.

9.1 Stage I: PART- A Preliminary Project Report

The consultants shall submit preliminary proposals along with cost estimates for the project. The preliminary proposals shall include traffic data and analysis, broad details of the identified elevated BRTS corridor with engineering designs of all the features associated with the projects. In the mean while consultant shall also present and discuss the various BRTS architectural & structural designs for bus stops and others. The Conceptual and Operation engineering plan will include the following:

1. Engineering feasibility report
2. Passenger dispersal and Integration facilities
3. Safety features, evacuation of passengers and meeting emergencies
4. Strip plan of the corridors highlighting important features and engineering works
5. Cross-sectional details of corridors showing all the features including
Passenger shelter, footpath, drains, traffic lanes etc.

9.2 Stage I: PART- B Detailed Design & Engineering Report

9.2.1 Traffic and Topographic survey analysis report

1. Traffic survey results and findings
2. Transport demand for present and future and bus stop loads; and
3. Survey maps of the corridors

9.2.2 Detailed Project Report

1. Geometrical design drawings of alignment with necessary details
2. Engineering design of all features associated with the project.
3. Traffic and utility diversion plans
4. Land requirement plans, if any
5. Construction methods and commissioning schedule
6. Cost Estimates and BOQs
7. Capital and operation and maintenance cost estimates and revenue estimates
8. Economic and financial viability analysis
9. Approvals/Clearance required from various concerned authorities with associate documentations

Time schedule for the Deliverables are as given below:

Stages	Report Name	Reporting Month	No. of Hard Copies
Stage 1	Inception Report	0.5 months	10+ Soft Copy
Stage 1: A	A Preliminary Project Report	2.0 months	10+ Soft Copy
Stage 1:B	Traffic and Topographic survey analysis report	2.0 months	10+ Soft Copy
	Operation and conceptual engineering plan report	3.0 months	10+ Soft Copy
	Detailed Design & Engineering Report (Draft)	4.5 months	10+ Soft Copy
	Executive summary +Detailed Design & Engineering Report (Final)+ document for PMC	5.0 months	10+ Soft Copy
Stage 2	Impact Assessment Report	6.0 months	10+ Soft Copy
Stage 3	Bid Documents	7.0 months	
	Prequalification /Tender Documents	6.0 months	10+ Soft Copy
	Bidding process till selection of contractor	9.0 months	

10.0 Payment Schedule:

Payment schedule linked to the Deliverables specified in 9.0 are as below:

Stages	Report Name	% of Total Fee
Stage 1	Inception Report	5
Stage 1: A	A Preliminary Project Report	15
Stage 1: B	Detailed Design & Engineering Report	
	Traffic and Topographic survey analysis report	10
	Operation and conceptual engineering plan	10
	Detailed Design & Engineering Report (Draft)	20
	Detailed Design & Engineering Report (Final)+ PMC document	10
Stage 2	Impact Assessment Report	10
Stage 3	Bid Documents	
	Bidding process till award of contractor	20

11.0 Key Consultancy Team

The Consultant shall propose a technically qualified competent team for undertaking this assignment. The following Key personnel/ professionals whose experience is briefly described herein would be considered for evaluation of the Technical Proposal. The CVs of the Key personnel should be submitted in the requisite formats.

Sl. No.	Key Personnel*	Educational Qualifications	Experience in Assignments
1	Sr. Bridge Engineer	Graduate in Civil Engineering or Post Graduate in Structural Engineering is desirable	<ul style="list-style-type: none"> • Experience of mini.5 projects as a Team Leader for Bridge/ flyover/ Viaduct Projects. • 20 years of professional experience in Bridge Engineering/structural Engineering • Experience in Urban areas preferable
2	BRTS Expert	Post Graduate in Transportation Engineering.	<ul style="list-style-type: none"> • Shall have worked as Public Transport Expert on mini. 5 projects. • Shall have overall 20 yeras experience in Urban Transport
3	Traffic & Transportation Engineer	Post Graduate in Transportation Engineering	<ul style="list-style-type: none"> • 10 years of professional experience • Shall have undertaken at least 5 (Five) traffic/Transportation Engineer projects including Traffic analysis, design, travel demand estimation etc. • economic Analysis etc projects in urban transportation sector.
4	Environmental Expert	Post Graduate in Environmental Science/ Engineering	<ul style="list-style-type: none"> • 10 years of professional experience • Minimum of 5 years in EIA and SIA studies for at least 2 Major Highway Projects
5	Social and R&R Expert	Post Graduate in Social Science.	<ul style="list-style-type: none"> • 10 years of professional experience • Minimum of 5 years in SIA studies for at least 2 Major Highway Projects
6	Economic & Financial Analyst.	Post Graduate in Economics & Finance. Ph.D is given added advantage	<ul style="list-style-type: none"> • 10 years of professional experience • Shall have carriedout Economics and financial analysis for atleast 5 urban transport projects.
7	Contract Specialist	Post Graduate in Project Management / Equivalent	<ul style="list-style-type: none"> • Should have more than 10 years of advisory experience particularly in contracting, pricing and regulations and should have worked on at least 3 infrastructure projects each costing not less than INR 5 billion.
8	Systems Expert	Graduate in Electronics and Telecommunications Engineering, Post graduate will be preferable	<ul style="list-style-type: none"> • Minimum 15 years of overall experience of which minimum 5years experience in Railways/Metro/BRTS systems

Consultant is expected to deploy a total of 30 key man-month inputs and deployment shall be commensurate with the task requirements. Consultant shall identify and designate 2 of the key staff as Team Leader and Dy. Team Leader and ensure one of them shall be available throughout the assignment period, and shall be responsible for consultancy service delivery.

In addition to the above Key Personnel/ Key Professionals, Consultants should deploy a team of Support Professionals having relevant qualifications and experience to deliver the services. Consultants need to provide brief CVs for the Support Professional staff in summary tabular form as given in RFP. However, the same will not be considered for evaluation of the Technical Proposal.

12.0 Study Tour

As a part of this assignment, consultant would organize visit to atleast 3 international cities having operational BRT system both atgrade and elevated. Consultant is required to make all logistics and other necessary arrangement for the site visit for five (5) persons.

13.0 Reporting

1. Consultant will work closely with the Authority. The Authority will constitute a Technical Advisory Committee (TAC) for the purpose of technical guidance to the Consultants and monitoring of the study.
2. The Chief, T & C Division will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
3. Consultant may prepare Issue Papers/ Working Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
4. Consultant will make a presentation on all the reports submitted for discussion with the Technical Advisory Committee (TAC) and High Level Steering Committee (HLSC). The constitution of this committee will be communicated at the beginning of the study.

Consultant is required to prepare and submit a monthly progress report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to,

data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

5. Regular communication with the Chief, T & C Division is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
6. The Deliverables will be submitted as per schedule provided in this RFP.

13.0 Data and Software to be Made Available by the Authority

The Authority shall allow the Consultants for referring major study reports relevant for the study. Available data as may be required by the Consultant will be provided by the Authority on request, if available. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant. All the data, analysis, software used will be handed over to the Authority.

14.0 Completion of Services

All the study outputs including primary data shall be compiled, classified, documented and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority.

In addition, the consultants shall also handover all the presentations, videos to the Authority.

Section 6. Form of Contract (Draft)

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Draft CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(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, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[*Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) 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 Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).*]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client 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 Client
 - 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 Client 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 Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized 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]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. 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, as they may be issued and in force from time to time.
- (b) “Client” means the Mumbai Metropolitan Region Development Agency (MMRDA)
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Maharashtra.
- (j) “Local Currency” means the Indian Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of

receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 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.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2** 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.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.
- 1.6 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 Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties Unless otherwise specified in SC, the Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

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 Sub-Clause 4.2.

1.9.1 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 party⁵;
- (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 obligation⁶;
- (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 party⁷;
- (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 party⁸;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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

⁵ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁶ 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.

⁷ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ A “party” refers to a participant in the selection process or contract execution.

knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

1.9.2 Measures to be Taken

(vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a MMRDA's contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MMRDA contract;

1.9.3 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 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.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**

- 2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
 - (b) If the Consultant becomes insolvent or bankrupt.
 - (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- 2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract,

including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests The Consultant shall hold the Client's interests 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 payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the

- Consultant** 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 have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix G 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 CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (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 Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, 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.
- 3.8 Liability of the Consultant**
- a) The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
 - b) The Consultant shall, subject to the limitation specified in Clause 3.8 (c), be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
 - c) The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - i. for any indirect or consequential loss or damage; and
 - ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6. 2 (c) of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.4(c) and (d) of SC
 - d) This limitation of liability specified in Clause 3.8 (c) shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as 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. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client 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 Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix I.

6. PAYMENTS TO THE CONSULTANT

- 6.1 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. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices E and F.
- 6.4 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. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix N hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5** Not Used.

7. GOOD FAITH

- 7.1 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.

8. SETTLEMENT OF DISPUTES

- 8.1 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.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language/s is ENGLISH
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: 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 SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
1.8	<p>The Client warrants that the Consultant, the Sub-Consultants 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 client shall perform such duties in regard to deduction taxes as may be lawfully imposed.</p>
{2.1}	<p>The Effective Date shall come into effect on the date Contract is signed by both parties.</p>
2.2	<p>The date for the commencement of Services is 15 days from the effective date</p>
2.3	<p>The time period shall be <i>4 months from the effective date of contract.</i></p>
3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (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 (b) Third Party liability insurance, with a minimum coverage of Indian Rupees Ten Lacs for the period of consultancy. (c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable in Indian Rupees. (d) Employer’s liability and workers’ 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; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the

	Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.7	The Consultant shall not use these documents for purposes unrelated to this Contract without prior written approval of the Client.
{5.1}	<i>Not Applicable.</i>
6.2(a)	The amount in foreign currency or currencies is <i>[insert amount]</i> . Not Applicable
6.2(b)	The amount in local currency is <i>[insert amount]</i> .
6.4	The accounts are: for foreign currency or currencies: <i>[insert account]: Not Applicable</i> for local currency: <i>[insert account]</i> Payments shall be made according to the payment schedule presented in Appendix H.
8.2	Disputes shall be settled by arbitration in accordance with the Arbitration & Conciliation Act 1996

IV. Appendices

APPENDIX A - SCOPE OF WORK

APPENDIX B - WORK PLAN AND METHODOLOGY

APPENDIX C - KEY PERSONNEL

Note: List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work and estimated staff-months for each.

C-2 Same information as C-1 for Key local Personnel.

APPENDIX D – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX G - PAYMENT SCHEDULE

APPENDIX H - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to made available to the Consultant by the Client.

APPENDIX I - MINUTES OF NEGOTIATIONS

APPENDIX J- LETTER OF INTENT

APPENDIX K - LETTER OF ACCEPTANCE

APPENDIX L - POWER OF ATTORNEY