



Mumbai Metropolitan Region Development Authority

REQUEST FOR PROPOSAL (RFP)

SELECTION OF CONSULTANTS

FOR

**TECHNO-ECONOMIC FEASIBILITY AND DETAILED
PROJECT REPORT FOR THANE-BHIWANDI-KALYAN FOR
APPROPRIATE MASS RAPID TRANSIT SYSTEM (MRTS)**

August, 2014

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Mumbai Metropolitan Region Development Authority

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Request for Proposal (RFP) for Consultancy services for

“Techno-Economic Feasibility & Detailed Project Report for Thane-Bhiwandi-Kalyan for Appropriate Mass Rapid Transit System (MRTS)”

Detailed Tender Notice

Government of Maharashtra (GoM) together with Mumbai Metropolitan Region Development Authority intends to improve transport scenario in the MMR. Accordingly MMRDA has completed Comprehensive Transportation Study (CTS) for MMR that has identified transport infrastructure for horizon year 2031. Various recommendations of CTS are being implemented in phased manner.

MMRDA has carried out Technical Feasibility Study on Thane - Bhiwandi – Kalyan monorail (approx. 25 kms) corridor through M/s RITES. Consultants have submitted Technical Feasibility study report on December, 2011. The CTS data used for the estimation of ridership is almost a decade old. As per Technical Feasibility study, Thane (Kapurbavdi) -Bhiwandi- Kalyan Monorail corridor is not likely to be economically viable on fare box, advertisement and other revenues. On the basis of low Ridership on the corridor, availability of ROW and proposed Land use plans, consultants recommended that Thane-Bhiwandi-Kalyan may have a road based mass transit system .i.e normal bus operation/BRT, which can serve the catchments at least for next 10-15 years. MMRDA, the designated Special Planning Authority (SPA) for 27 and 51 villages of Bhiwandi & Kalyan respectively prepared the Development Plan (DP) recently. Considering the change in socio-economic development scenario & future development of SPA areas, identified growth centres & development of multimodal corridor from Virar to Alibaug, Government of Maharashtra decided to revisit the project by conducting fresh Travel Demand Estimation and Feasibility Study for appropriate Mass Rapid Transit System (MRTS). It is now intended to carryout fresh travel demand estimation for Thane (North), Bhiwandi, Kalyan sub region and to prepare Techno-Economic Feasibility and Detailed Project Report (DPR) for appropriate MRT system for the Thane-Bhiwandi-Kalyan sub region.

Objective:

The objective of this consultancy is **“Preparation of Techno-Economic Feasibility and Detailed Project Report (DPR) for appropriate Mass Rapid Transit System (MRTS) for Thane-Bhiwandi-Kalyan Sub-region”** including Travel Demand Estimation.

Eligibility criteria:

The consultancy firms shall meet following eligibility criteria;

- Consulting companies registered / incorporated in India.
- Foreign companies registered in India/ having permissions to do businesses in India.
- a or b or Joint Venture/Consortium of a and/or b that fulfill criteria below;

d)

Clause	Qualification Criteria	No of Projects/ Value
A.	Undertaken Detailed Project Report/Feasibility Report for MRTS projects with route length of 10 kms during the last five years.	2 #
B.	Undertaken preparation of Detailed Project Report/Detailed Design/Financial Feasibility Report for at least two infrastructure projects.(including PPP)	2 #
C.	Average Annual Turnover from Consultancy Assignments alone during the last five years. *	Rs. 15.00 Crs

* The Lead member should meet 50% of Turnover criteria

#The applicant shall present their best 5 relevant projects experiences in each field that will be taken in to consideration for evaluation.

All notices shall be available at the website www.mmrda.maharashtra.gov.in under 'TENDERS AND VACANCIES'. Interested bidders are requested to keep themselves updated accordingly. The RFP will be available for download on the website from 14/08/2014. A pre-proposal meeting is scheduled on 28/08/ 2014 @ 1500 hrs. and interested Firms are requested to e-mail queries by 25/08/2014.

Interested bidders shall pay Rs. 50,000/- as bid processing fee in the form of a Demand Draft/pay order in favour of "Mumbai Metropolitan Region Development Fund" payable at Mumbai (non-refundable) with the proposal. Interested bidders shall submit proposal on or before proposal **Due Date 10/09/2014 (Wednesday) 1500 hrs** in sealed envelopes as prescribed in the RFP at the address given below:

Mr. P R K Murthy,

Chief, Transport & Communications Division,

Mumbai Metropolitan Region Development Authority,

Bandra Kurla Complex, Bandra (E),

Mumbai-400051, Maharashtra, India

Telephone: +91-22-26594112/4111 (Ext. 263); Fax: +91-22-26594182;

E-mail: tbkmrts@gmail.com

Please contact Shri. R. Ramana, Addl. Chief, T & C Division, Telephone: +91-22-26594112/4111 for further clarifications.

MMRDA reserves the right to reject or accept any or all the tenders without assigning any reasons.

Date: 14/08/2014

Tender No:

MMRDA/T&C/ TBK-MRTS/2014

Sd/-

Chief,

Transport & Communications Division

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Definitions

- a) “Consultant” means any entity or consortia/ Joint Venture 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) “DBFOT” means Design, Build, Finance, Operate and Transfer; and
- p) “INR” means Indian Rupee (s).
- q) “ITC” means Instructions to Consultants

- 1. Introduction**
- 1.1 The MMRDA will select a consulting firm/consortium/ Joint Venture (“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 timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, 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:
- Conflicting activities**
- (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 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 Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. The hired consultant for the present assignment shall not work with any other firm or developer or agency on the same assignment nor would advise on such matters to any other firm except 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 Employer, 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 threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

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.

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

(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 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).

Eligibility Criteria 1.10 The applicant should fulfil the eligibility criteria as defined in Section 1 i.e. Detailed Tender Notice

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 or participates 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 Amendment of RFP Documents** 2.1 Consultants may request clarification if any up to the number of days indicated in the Data Sheet 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/corrigendum in writing or by standard electronic means. The addendum/corrigendum 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, may 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 RFP document. 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) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or Consortia of not more than three firms with one of the firm as the “Lead member”. In case of a joint venture or Consortia, all members shall be jointly and severally responsible for satisfactory completion of the project.
- Any Consultants claiming experiences of their parent/ sister company shall have participation of at least 30% of Key man-months inputs of the international firm whose experience is quoted in technical proposal. Otherwise, the experience of the international firm will not be considered in the evaluation.
- The consultant who intends to submit proposal for consultancy services shall furnish details of his joint venture members or Consortia members, scope of work, responsibilities of each partner and nature of association. It is essential that the lead consultant (to be specifically identified and nominated by consortium) takes all the contractual and technical responsibility for co-ordination, deliverables and quality of work
- (b) 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.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Language** (d) Documents to be issued by the Consultants as part of this assignment must be in the English language (Reference Paragraph 3.1).
- Bid Processing Fee** (e) The Consultant shall furnish as part of its Proposal, a non refundable Bid Processing Fee of [INR 50,000 (Indian Rupees fifty thousands only)] in the form of a Demand Draft issued by the Nationalised/ Scheduled Bank in India in favour of the “MMRD Fund” payable at Mumbai (the “**Bid Processing Fee**”). Any Proposal not accompanied by the Bid Processing Fee shall be rejected by the Authority as non-responsive.
- Technical Proposal Format and** 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

Content

Standard Forms (Section 3).

- (a) (i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of consortia/ joint venture, for each partner, 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 Employer 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.

Financial Proposals

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 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 10TH SEPTEMBER, 2014.**” 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 Evaluation

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

- 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 the RFP and TOR, 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. 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. |
| 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: <i>“Preparation of Techno-Economic Feasibility and Detailed Project Report (DPR) for appropriate Mass Rapid Transit System (MRTS) for Thane-Bhiwandi-Kalyan Sub-region”</i>
1.3	A pre-proposal meeting will be held: <i>Yes</i> Date: 28 th August, 2014 at 15:00 hrs. <i>Address: 6th Floor, Committee Room, MMRDA Building, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051</i> The MMRDA’s representative is: <i>Mr. P R K Murthy</i> <i>Chief, Transport & Communications Division,</i> <i>8th Floor, MMRDA Building, Bandra Kurla Complex (BKC),</i> <i>Bandra (East), Mumbai – 400 051</i> <i>Phone: +91-022-2659 4112/4111, Fax: +91-022-2659 4182,</i> <i>E-mail: tbkmrts@gmail.com ; Website: www.mmrda.maharashtra.gov.in</i>
1.4	The MMRDA will provide the following inputs and facilities: <i>Relevant past study reports and documents 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</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 number of Key professional man-months required for the assignment should be estimated by the consultants
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	<p>Amounts payable by the MMRDA to the Consultant under the contract to be subject to local taxation: <i>Yes</i></p> <p>If affirmative, the MMRDA will:</p> <p>(a) reimburse the Consultant ‘Service tax’ paid by the Consultant</p> <p>Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable law, the amount of which is deemed to have been included in the Contract Price</p>																		
3.8	Consultant to state local cost in the national currency: <i>Yes</i>																		
4.3	Consultant must submit one copy in Original, two hard copies and a soft copy of the Technical Proposal. Financial Proposal must be in Original only.																		
4.5	<p>The Proposal submission address is:</p> <p>Mr. P R K Murthy Chief, Transport & Communications Division, 8th Floor MMRDA Building, Bandra Kurla Complex(BKC), Bandra (East), Mumbai – 400 051 Phone: +91-022-2659 4112/4111, Fax: +91-022-2659 4182, E-mail: tbkmrts@gmail.com ; Website: www.mmrda.maharashtra.gov.in</p> <p>Proposals must be submitted no later than the following date and time: 10th September, 2014 @ 15:00 hrs.</p>																		
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table data-bbox="432 1653 1412 2000"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td> a) Understanding of Scope of Services</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td> b) Approach</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td> c) Methodology</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td> d) Work Plan/ Activity Schedule</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td> e) Organisation & Staffing and Manning Schedule</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td> Total points for criterion (ii):</td> <td style="text-align: right;">[20]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[20]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Understanding of Scope of Services	[6]	b) Approach	[4]	c) Methodology	[3]	d) Work Plan/ Activity Schedule	[4]	e) Organisation & Staffing and Manning Schedule	[3]	Total points for criterion (ii):	[20]
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Total points for criterion (ii):	[20]																		

	<p>(iii) Key professional staff qualifications and competence for the assignment:</p> <table> <tr> <td>1) Sr. Civil/Transportation Engineer</td> <td>[10]</td> </tr> <tr> <td>2) Transportation Planner/ Traffic Engineer</td> <td>[10]</td> </tr> <tr> <td>3) Alignment Expert</td> <td>[10]</td> </tr> <tr> <td>4) System Expert</td> <td>[5]</td> </tr> <tr> <td>5) Environmental Expert</td> <td>[5]</td> </tr> <tr> <td>6) Quantity Surveyor</td> <td>[5]</td> </tr> <tr> <td>7) Legal Expert</td> <td>[10]</td> </tr> <tr> <td>8) Financial Analyst</td> <td>[5]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (iii):</td> <td>[60]</td> </tr> </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> <tr> <td>1) General qualifications</td> <td>[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td>[75%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td>[5 %]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total weight:</td> <td>100%</td> </tr> </table> <p>Total points for the above three criteria: 100 Points</p> <p>The minimum technical score St required to pass is: 80 Points</p>	1) Sr. Civil/Transportation Engineer	[10]	2) Transportation Planner/ Traffic Engineer	[10]	3) Alignment Expert	[10]	4) System Expert	[5]	5) Environmental Expert	[5]	6) Quantity Surveyor	[5]	7) Legal Expert	[10]	8) Financial Analyst	[5]	Total points for criterion (iii):		[60]	1) General qualifications	[20%]	2) Adequacy for the assignment	[75%]	3) Experience in region and language	[5 %]	Total weight:		100%
1) Sr. Civil/Transportation Engineer	[10]																												
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2) Adequacy for the assignment	[75%]																												
3) Experience in region and language	[5 %]																												
Total weight:		100%																											
5.2 (b)	NA																												
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: 25th September, 2014 Address: MMRDA Building, 6th Floor, Committee Room, Bandra Kurla Complex (BKC), Bandra (East), Mumbai – 400 051 Phone: +91-022-2659 4112/411, Fax: +91-022-2659 4182, E-mail: tbkmrts@gmail.com ; Web: www.mmrda.maharashtra.gov.in</p>																												
7.2	<p>Expected date for commencement of consulting services Date: 10th October, 2014 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	21
Form TECH-2: Consultant's Organization and Experience	22
A - Consultant's Organization	22
B - Consultant's Experience (During last 5 years)	23
Form TECH-3: Comments and Suggestions on the Terms of Reference	24
A - On the Terms of Reference	24
Form TECH-4: Description of Understanding of Scope of Services, Approach, Methodology and Work Plan/ Activity Schedule for Performing the Assignment.....	25
Form TECH-5: Team Composition and Task Assignments	26
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	27
Form TECH-8 Work Schedule/ Activity Schedule.....	30

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

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 5 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 Employer and Contact Details:	Total N ^o 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/ Sr. Transportation Planner) of the Certificates issued by the Employer or Contract Agreement need to be submitted.

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

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.]

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 Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan/ Activity Schedule should be consistent with the Work Schedule/ Activity Schedule of Form TECH-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	Proposed Man- Months
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. **Years with the Firm:** _____
4. **Present Position in the Firm:** _____
5. **Name of Staff** [*Insert full name*]: _____
6. **Date of Birth:** _____ **Nationality:** _____
7. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

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

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

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

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

12. **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>13. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>14. 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>Employer: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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14. 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: _____

Form TECH-7: Staffing Schedule¹

N ^o	Name of Staff	Staff input in month (in the form of a bar chart) ²												Total staff -month Input	
		1	2	3	4	5	6	7	8	9	10	11	12		n
Key Professionals															
1															
2															
3															
.															
N															
															Subtotal
Support															
1															
2															
.															
n															
															Sub-total
Support Staff															
1															
2															
.															
n															
															Sub-total
															Total

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

Full time input
 Part time input

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.....	33
Form FIN-2: Summary of Costs	34
Form FIN-3: Breakdown of Staff-Month Cost (All inclusive) ¹	35

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

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 the local taxes & duties, except applicable Service Tax which would be reimbursed 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.

Form FIN-3: Breakdown of Staff-Month Cost (All inclusive)¹

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the MMRDA)

Name ²	Position ³	Staff-month Cost in INR
Key Professionals		
Support Professionals		
Support Staff		

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

Section 5. Terms of Reference

5.0 INTRODUCTION

Government of Maharashtra (GoM) together with Mumbai Metropolitan Region Development Authority intends to improve transport scenario in the MMR. Accordingly MMRDA has completed Comprehensive Transportation Study (CTS) for MMR that has identified transport infrastructure for horizon year 2031. Various recommendations of CTS are being implemented in phased manner.

MMRDA has carried out Technical Feasibility Study on Thane - Bhiwandi – Kalyan Monorail (approx. 25 kms) corridor through M/s RITES. Consultants have submitted Technical Feasibility study report on December, 2011. The CTS data used for the estimation of ridership is almost a decade old. As per Technical Feasibility study, Thane (Kapurbavdi) -Bhiwandi- Kalyan Monorail corridor is not likely to be economically viable on fare box, advertisement and other revenues. On the basis of low Ridership on the corridor, availability of ROW and proposed Land use plans, consultants recommended that Thane-Bhiwandi-Kalyan may have a road based mass transit system .i.e normal bus operation/BRT, which can serve the catchments at least for next 10-15 years. MMRDA, the designated Special Planning Authority (SPA) for 27 and 51 villages of Bhiwandi & Kalyan respectively prepared the Development Plan (DP) recently. Considering the change in socio-economic development scenario & future development of SPA areas, identified growth centres & development of multimodal corridor from Virar to Alibaug, Government of Maharashtra decided to revisit the project by conducting fresh Travel Demand Estimation and Feasibility Study for appropriate Mass Rapid Transit System (MRTS). It is now intended to carryout fresh travel demand estimation for Thane (North), Bhiwandi, Kalyan sub region and to prepare Techno-Economic Feasibility and Detailed Project Report (DPR) for appropriate MRT system for the Thane-Bhiwandi and Kalyan sub region.

5.1 OBJECTIVES

The objective of this consultancy is **“Preparation of Techno-Economic Feasibility and Detailed Project Report (DPR) for appropriate Mass Rapid Transit System (MRTS) for Thane-Bhiwandi-Kalyan Sub-region”** including Travel Demand Estimation.

5.2 SCOPE OF SERVICES

The scope of work and details of the tasks to be performed are given below.

- a) Collection of data from secondary sources from ULB's, TMC, BNMC, KDMC, MMRDA and other State Department.
- b) Review the current Transport situation in order to establish the existing condition and capacity of the public transport system.
- c) Identify various options of alignment taking into consideration the development of Thane-Bhiwandi-Kalyan sub-region in the last decade. The alignment details would be discussed and finalized in consultation with MMRDA.
- d) Traffic surveys, OD survey, interview with potential transit users including Stated Preference Survey.
- e) Travel demand model for sub-region considering, future population, land use, employment & transport infrastructure.
- f) Topographic survey, Geo-technical investigation (@ 2 boreholes per km, preparation of geometric alignment and land requirement.
- g) Alternative analysis and planning of feeder network including pedestrian, IPT, NMT and Parking in catchment area.
- h) Recommend most suitable system based on worldwide experience, capacity, engineering aspects and technology (rolling stock, power supply system, signaling and telecom system and other systems), relative costs of alternative systems (capital, operating & maintenance), Right of way, stations, stabling and maintenance depots, and interchanges etc.
- i) Operation Plan & Service details.
- j) Passenger dispersal and integration facilities with other modes of public transport.
- k) Capital Cost estimates of the project and operation & maintenance cost, fixed and variable component & fare integration collection methodology.
- l) Carryout Economic and financial analysis and recommend appropriate implementation strategies.
- m) Environment Impact Assessment
- n) Transit Oriented Development (TOD) for the influence zone.
- o) Any other aspect which require for the development of system

Consultant shall consider MOUD and State Government guidelines and policy documents including National Urban Transport Policy (NUTP) and suggestions from different stake holders while preparing the recommendations.

5.3 DELIVERABLES

5.3.1 Techno-Economic Feasibility and Detailed Project Report comprising all the aspects indicated in scope of work covering the following and shall be submitted in the form of working papers.

- a. Technical appraisal of the Transit System Technology System configuration
- b. Route Alignment standards & planning norms
- c. Civil engineering aspects including alignment design, station locations, conceptual station planning, land requirement.
- d. Traffic analysis and the demand forecast, fare structure.
- e. Operation & maintenance plan including maintenance depot
- f. Environmental issues including preliminary Environment Impact Assessment
- g. Capital, operation & maintenance and revenues estimates
- h. Economic viability
- i. Financial analysis for various funding options
- j. Construction methods and implementation schedule
- k. Implementation strategies and recommendations
- l. Institutional set up & implementation schedule.

5.3.2 Study findings:

The responsibility of study findings and recommendations rest with the Consultants; the reports prepared for MMRDA will not be used by consultants without permission of MMRDA.

5.3.3 All deliverables will be provided in hard and soft copies

5.3.4 Techno-Economic Feasibility and Detailed Project Report

The completion period for finalizing the Techno-Economic Feasibility and Detailed Project Reports (DPR) is expected to be **9 months** from the date of award of work.

5.3.5 REPORTS: Consultants shall submit:

Sr. No.	Description	Deliverable
I.	Inception Report	10 Copies with soft copy
II.	Traffic and Demand Assessment Report	10 Copies with soft copy
III.	Alignment Option Report and System selection report	10 Copies with soft copy
IV.	Geo-technical investigation Report	10 Copies with soft copy
V.	Techno-Economic Feasibility Study Report	15 Copies with soft copy
VI.	Draft Detailed Project Report	15 Copies with soft copy
VII.	Final Detailed Project Report with Executive Summary	15 Copies with soft copy

5.4 Consultancy Team

The Consultant shall form a multi-disciplinary team (the “Consultancy 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 highlighted the relevant experience to be considered for the eligibility and evaluation.

List of Key Personnel/ professionals: Qualification, Experience and Minimum Time Requirement

SN	Key Personnel	Educational Qualifications	Experience in Assignments
1.	Team Leader	Post Graduate in Civil/Transportation Engineering/ Transportation Planning from reputed institution/university	<ul style="list-style-type: none"> Minimum 20 years of overall experience of Railway engineering/MRTS with minimum 5 years proven skill in project management as Team Leader including 3 years of experience in preparation of Feasibility Reports/DPRs for rail based MRT Systems.
2.	Transport Planner /Traffic Engineer	Post Graduate in Transportation Engineering/ Transportation Planning from reputed institution/university	<ul style="list-style-type: none"> Minimum 20 years of overall experience of which minimum 5 years’ experience in transport planning, traffic surveys etc. Should have worked on two Comprehensive Transportation Studies (CTS) studies for cities with population of more than 20 lakhs.
3.	Alignment Expert	Graduate in Civil Engineering	<ul style="list-style-type: none"> Minimum 15 years of overall experience of which minimum 5years experience in Railway/MRTS tracks design and alignment.
4.	System Expert	Graduate in Electrical/Mechanical Engineering	<ul style="list-style-type: none"> Minimum 15 years of overall experience of which minimum 5years experience in Railway/MRTS tracks design and alignment
5.	Environmental	Post Graduate in	<ul style="list-style-type: none"> 10 years of professional experience

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SN	Key Personnel	Educational Qualifications	Experience in Assignments
	Expert	Environmental Science	<ul style="list-style-type: none"> Minimum of 5 years in EIA and SIA studies for at least 2 similar MRTS Projects
6.	Quantity Surveyor	Graduate in Civil Engineering	<ul style="list-style-type: none"> 10 years of professional experience as Quantity Surveyor of at least 2 similar projects.
7.	Legal Expert	Graduate in Law or equivalent	<ul style="list-style-type: none"> 10 years of professional experience and should have worked as a legal expert for at least 3 (three) PPP infrastructure projects each costing not less than INR 5 billion.
8.	Financial Expert	MBA / CA or Equivalent	<ul style="list-style-type: none"> 10 years of professional experience and should have worked as a financial analyst for at least 3 PPP Railway/IMRTS projects each costing not less than INR 5 billion.

In addition to the above Key Personnel/ Key Professionals, Consultants need to consider the support professionals having relevant educational qualifications, adequate expertise and experience to support the Key Personnel/ Key Professionals in delivering the scope of services.

Consultants need to provide brief CVs (educational qualifications, expertise and experience) for the Support Professional staff in summary tabular form. However, the same will not be considered for evaluation of the Technical Proposal.

5.5 DELIVERY SCHEDULE

The total time period for carrying out the assignment is **9 months** from the date of signing the contract (C). Detailed delivery schedule is as follows:

Sr. No.	Description	Deliverable
A.	Contract Signing	C
B.	Submission of Inception Report	C+15 days
C.	Submission of Traffic and Demand Assessment Report	C+2 Months
D.	Submission of Alignment Option Report and System selection report	C+3Months
E.	Submission of Geo-technical investigation Report	C+4.5 Months
F.	Submission of Techno-Economic Feasibility Study Report	C+5 Months
G.	Submission of Draft Detailed Project Report	C+8 Months
H.	Submission of Final Detailed Project Report with Executive Summary	C+9 Months

5.6 PAYMENT SCHEDULED

Sr. No	Description	Payment
A.	Submission of Inception Report	5 % of total fee
B.	Submission of Traffic and Demand Assessment Report	15 % of total fee
C.	Submission of Alignment Option Report and System selection report	10 % of total fee
D.	Submission of Geo-technical investigation Report	15 % of total fee
E.	Submission of Techno-Economic Feasibility Study Report	15 % of total fee
F.	Submission of Draft Detailed Project Report	20 % of total fee
G.	Submission of Final Detailed Project Report with Executive Summary	20% of total fee

6.0 REPORTING

6.1 The 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.

6.2 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.

6.3 The 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.

6.4 The Consultant will make a presentation on all the reports submitted for discussion with the Technical Advisory Committee. The 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. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

6.5 Regular communication with the Chief/ Chief Engineer is required in addition to all

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key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

6.6 The Deliverables will be submitted as per schedule provided in this RFP.

7.0 Data and software to be made available by the Authority

7.1 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. The Consultant's team shall interact with staff of the MMRDA in making use of CTS for MMR planning parameters and models for assessment of traffic on the project corridor for various horizon years.

8.0 Completion of Services

8.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Section 3). 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.

Techno-Economic Feasibility and Detailed Project Report

Section 6. Form of Contract (Draft)

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Draft CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Employer]

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 Employer]* (hereinafter called the “Employer”) 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 “Employer”) and, on the other hand, a joint venture/consortium consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Employer 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 Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Scope of Work
 - Appendix B: Work Plan and Methodology
 - Appendix C: Key Personnel
 - Appendix D: Description of Services
 - Appendix E: Breakdown of Contract Price
 - Appendix F: Reporting Requirements
 - Appendix G: Payment Schedule
 - Appendix H: Services and Facilities Provided by the Employer
 - Appendix I: Letter of Intent
 - Appendix J: Letter of Acceptance
 - Appendix K: Power of Attorney
2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

[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) “Employer” means the Mumbai Metropolitan Region Development Agency (MMRDA)
- (c) “Consultant” means any private or public entity that will provide the Services to the Employer 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 Employer’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 Employer 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 Employer 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 Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.
- 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 Employer 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 Employer 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 Employer 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 knowledge of matters relevant to the investigation or from

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.

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
Commis
sions
and
Fees**

The Employer 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** The Employer may terminate this Contract in case of the occurrence of

Employer any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Employer 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 Employer may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Employer 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 Employer, 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 Employer, 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 Employer 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 Employer 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 Employer 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 Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** The Consultant shall hold the Employer'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 Employer, 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 Consultant** 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 Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide

evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Employer's Prior Approval** The Consultant shall obtain the Employer'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 Employer 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 Employer**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 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 Employer.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as 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 Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1 Assistance and Exemptions** The Employer 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 Employer 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 Employer 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 Employer 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	The addresses are: Employer: _____ Attention: _____ Facsimile: _____ E-mail: _____ Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____

{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 Employer: _____</p> <p>For the Consultant: _____</p>
1.8	<p>The Employer 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 Employer 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>450 days from the effective date of contract.</i></p>
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(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</p> <p>(b) Third Party liability insurance, with a minimum coverage of Indian Rupees Ten Lacs for the period of consultancy.</p> <p>(c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable in Indian Rupees.</p> <p>(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</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the</p>

	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 Employer.
{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	<p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies: <i>[insert account]</i>: <i>Not Applicable</i></p> <p style="padding-left: 40px;">for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the payment schedule presented in Appendix H.</p>
8.2	<p>If a dispute of any kind whatsoever arises between the Authorised Representative of the Employer and the Consultant in connection with, or arising out of, the Contract or the scope of the work, whether during the study period or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Authorised Representative of the Employer, the matter shall be in the first place, be referred in writing to the Authorised Representative within 30 days of its occurrence for review, with a copy to the Employer. If the Consultant fails to refer the dispute for review within 30 days, the Authorised Representative's decision shall be final and binding on the Consultant. Such reference shall state that it is made pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference, the Authorised Representative shall give notice of his decision to the Employer and the Consultant. Such decision shall state that it is made pursuant to this Clause.</p> <p>Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to proceed with the work with all due diligence and the Consultant and the Authorised Representative of the Employer shall give effect forthwith to every such decision unless and until the same shall have been revised, as hereinafter provided.</p>

	<p>If either the Employer or the Consultant disagrees with the decision of the Authorised Representative of the Employer, the decision shall then be referred by the Employer or by the Consultant, within 30 days of the decision of the Authorised Representative of the Employer to the Steering Committee comprising not more than three members constituted by the Metropolitan Commissioner of the Employer for the project. Provided that each of three persons so nominated by the Metropolitan Commissioner shall have independence and impartiality beyond justifiable doubt. A copy of such reference shall also be endorsed to the Authorised Representative of the Employer. The Committee shall give its advice in writing to the Employer within 30 days of receipt of notification by it. The Committee may call upon the Authorised Representative of the Employer and the Consultant to hear their case before giving its advice. The decision of the Committee shall be final and binding on both Employer and Consultant.</p>
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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 Employer, etc.

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APPENDIX E - BREAKDOWN OF CONTRACT PRICE

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 EMPLOYER

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

APPENDIX I - LETTER OF INTENT

APPENDIX J - LETTER OF ACCEPTANCE

APPENDIX K - POWER OF ATTORNEY

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”