



MUMBAI METRO RAIL CORPORATION LTD (MMRCL)

REQUEST FOR PROPOSAL

FOR

“Architectural Consultancy services for pretendering & liaisioning for the construction of proposed MMRCL Project office in E-Block at BKC”

RFP DOCUMENT

June 2016

MUMBAI METRO RAIL CORPORATION LTD (MMRCL),
NaMTTRI Building, E-Block, Plot No.R-13,
Bandra-Kurla Complex,
Bandra (East), Mumbai- 400 051

Issued to:

M/s. _____



MUMBAI METRO RAIL CORPORATION LIMITED
(A JV company of Govt. of India and Govt. of Maharashtra)
NaMTTRI Building, E-Block, Plot No.R-13,
Bandra-Kurla Complex, Bandra (E), Mumbai- 400 051.
Website: <https://www.mmrc.com>

REQUEST FOR PROPOSAL

MMRDA e-Tendering portal : <https://etendermmrda.maharashtra.gov.in>

Mumbai Metro Rail Corporation Limited (MMRCL) invites bids through e-Tendering portal from experienced Architectural Consultants on “Lumpsum rate” for the work of “Architectural Consultancy services for pretending & liaisoning for the construction of proposed MMRC transit office in E-Block at BKC”.

For further details please refer e-Tendering portal <https://etendermmrda.maharashtra.gov.in>.

Date. 06/06/2016
Place: Mumbai
No. MMRC/Project Office/Architect/RFP/16

Sd/-
General Manager,
MMRC

INDEX

Sr No	Contents	Page No
	Detailed e-tender notice	6
I.	INSTRUCTIONS	9
A.	Instructions to the Bidders	9
B.	Scope of work	14
C.	Form of Contract	16
II.	GENERAL CONDITIONS OF CONTRACT	18
1.	General Provisions	18
1.1	Definitions	19
1.2	Relation between the Parties	19
1.3	Law Governing the Contract	19
1.4	Language	19
1.5	Headings	19
1.6	Notices	19
1.7	Location	19
1.8	Authority of Member in-charge	20
1.9	Authorized Representative	20
1.10	Taxes and Duties	20
		20
2.	Commencement, Completion, Modification, and Termination of Contract	20
2.1	Effectiveness of Contract	20
2.2	Termination of Contract for failure to Become Effective	20
2.3	Commencement of Services	20
2.4	Expiration of Contract	20
2.5	Entire Agreement	21
2.6	Modification	21
2.7	Force Majeure	21
	2.7.1. Definition	21
	2.7.2. No Breach of Contract	21
	2.7.3. Measures to be taken	21
	2.7.4. Extension of Time	22
	2.7.5. Payments	21
	2.7.6. Consultation	22
2.8	Suspension	22
2.9	Termination	22

	2.9.1. By the Employer	22
	2.9.2. By the Consultants	23
	2.9.3. Cessation of Rights and Obligation	24
	2.9.4. Cessation of Services	24
	2.9.5. Payment upon Termination	24
	2.9.6. Disputes about Events of Terminations	25
3.	Obligations of the Consultants	25
3.1	General	25
	3.1.1. Standard of Performance	25
	3.1.2. Law Governing Services	25
3.2	Conflict of Interest	25
	3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc	25
	3.2.2. Consultants and Affiliates Not to Be Otherwise Interested in project	26
	3.2.3. Consultants not to engage in Certain activities	26
	3.2.4. Prohibition of Conflicting Activities	26
3.3	Confidentiality	26
3.4	Liability of the Consultants	26
3.5	Insurance to Be Taken Out by the Consultants	26
3.6	Accounting, Inspection and Auditing	27
3.7	Consultants Action Requiring Employer's Prior Approval	27
3.8	Reporting Obligations	27
3.9	Documents Prepared by the Consultants to be the Property of the Employer	27
3.10	Equipments and Materials furnished by the Employer	28
4.	Consultants' Personnel	28
4.1	General	28
4.2	Description of Personnel	28
4.3	Approval of Personnel	29
4.4	Working hours, Overtime, Leave etc	29
4.5	Removal and/or Replacement of Personnel	29
4.6	Resident Project Manager	29
5.	Obligations of the Employer	30
5.1	Assistance and Exemptions	30
5.2	Access to Land	30
5.3	Change in the Applicable Law	31
5.4	Services and Facilities	31
5.5	Payments	31
5.6	Counterpart Personnel	31

6.	Payments to the Consultants	32
6.1	Cost Estimates Ceiling amount	32
6.2	Remuneration and Reimbursable Expenditure	32
6.3	Currency of Payment	32
6.4	Mode of Billing and Payment	32
7.	Fairness and Good Faith	33
7.1	Good Faith	33
7.2	Operation of the contract	34
8.	Settlement of Disputes	34
8.1	Amicable Settlement	34
8.2	Dispute Settlement	34
III.	SPECIAL CONDITIONS OF CONTRACT	35
IV.	APPENDICES	
A	(Terms Of Reference) Description of the Services	39
B	Reporting Requirements	45
C	Consultants minimum professional and supporting staff	46
D	Consultancy fees and payment schedules	47
E	Schedule of Price Bid	48
	Annexure-I. Proforma of Quoted rates	49
	Annexure-II. List of similar works completed in last five years	50
	Annexure-III. List of similar works in hand	51
	Annexure-IV. Annual Turnover in last five years	52
	Annexure-V. Drawing	53
F	Services & facilities provided by employer	55
G	Letter of acceptance, Letter of power of attorney, etc	56

DETAILED e-TENDER NOTICE

REQUEST FOR PROPOSAL

MMRCL e-Tendering portal :<https://etendermmrda.maharashtra.gov.in>

1. Mumbai Metro Rail Corporation Ltd (MMRC) is a Joint Venture Company of Government of India and Government of Maharashtra established for implementing Mumbai Metro Line-3 (Colaba-Bandra-SEEPZ).
2. MMRC proposes its transit project office in E-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051. The proposed office will be Ground + 1 storey preferably of steel structure having tentative built up area of 3200 Sqm.
3. Digitally Signed & unconditional online offers are invited by the General Manager, Mumbai Metro Rail Corporation Ltd (MMRC), from Architectural Consultants on “Lumpsum rate” who have carried out work of similar type and fulfilling conditions as under:
4. Details of RFP :

Sr No	Name of Work	Cost of Blank Tender Form (In Rs.)	Earnest Money Deposit (In Rs.)	Contract Period
1	2	3	4	5
1.	Architectural Consultancy services for pretending & liaisoning for the construction of proposed MMRC Project office in E-Block at BKC	Rs. 2,000/-	Rs. 5,000/-	15 Months

5. Online e-Tender Schedule :

S. No.	Tender Schedule	Bidder Schedule	Start Date & Time	End Date & Time
1.	RFP Authorization and Publishing	-----	06/06/2016, 1000 hrs	06/06/2016, 1800 hrs
2.	-----	RFP Document Download	07/06/2016, 1000 hrs	20/06/2016, 1800 hrs
3.	-----	Bid Preparation and Submission	07/06/2016, 1001 hrs	21/06/2016, 1800 hrs
4.	RFP Closing	-----	22/06/2016, 1000 hrs	22/06/2016, 1800 hrs

5.	-----	Online Control Transfer of Bid	22/06/2016, 1801 hrs	23/06/2016, 1800 hrs
6.	Opening Envelope A – Tender Fees, EMD	-----	24/06/2016, 1000 hrs	24/06/2016, 1300 hrs
7.	Opening Envelope B – Technical Bid	-----	24/06/2016, 1301 hrs	24/06/2016, 1800 hrs
8.	Opening Envelope C – Financial Bid	-----	30/06/2016, 1000 hrs	30/06/2016, 1800 hrs

6. To be eligible the Consultants should fulfill the following criteria:
- The applicant entity should have valid registration as Architect from Institution of Architects, New Delhi;
 - The entity must have completed Architectural consultancy and liasioning work of at least two such types of works in Mumbai in last 5 financial years;
 - The entity should have overall experience of minimum 10 years in above business;
7. Certificate of satisfactory completion of similar works issued by competent officer not below the rank of Executive Engineer as well as works being performed shall be uploaded online.
8. Bidders should have valid class 2 or 3 Digital Signature Certificate (DSC) having both Signing and Encryption Certificates obtained from any Certifying Authorities empanelled by Controller of Certifying Authorities India. In case of requirement of DSC, Bidders should go to <https://etendermmrda.maharashtra.gov.in/files/mmrda/misc/Digital%20Certificate.rar> and follow the procedure mentioned in the document Procedure for Digital Certificate.
9. Tenderer who are participating in e-tendering for the first time shall have to obtain User ID & password from the abovementioned portal.
10. In case of any queries, Bidders may contact MMRDA's e-tendering service desk at etendersupport@mailmmrda.maharashtra.gov.in on any working day (Phone No. 022-26597445).
11. RFP Document can be downloaded for reference purpose from the e-Tendering Portal of MMRDA during the period mentioned in the tender notice. Interested Bidders have to make online payment of Rs. 2,000/- (Rupees Two Thousand only) inclusive of MVAT (non refundable) as Tender Processing Fee using online payment gateway during bid

preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder.

12. The RFP shall be received online on above mentioned MMRDA official e-Tendering portal and shall be opened on scheduled date and time.
13. Validity period of the offer of the RFP will be 120 days from the date of submission of the financial bid of the e-Tender.
14. Bidder should upload scanned attested photocopies of all documents on above mentioned MMRDA official e-Tendering portal & produce in original on request by MMRC at any stage from e-Tender opening.
15. Awarded tenderer shall have to submit signed copy of tender manually to the department.
16. If there is any amendment in the tender the same shall be published on following MMRDA's official e-Tender portals / website :

MMRDA e-Tendering Portal: <https://etendermmrda.maharashtra.gov.in>
MMRDA Website: <https://mmrda.maharashtra.gov.in>
17. No Joint Ventures shall be allowed.
18. Right to reject any or all offers without assigning any reason thereof is reserved by MMRC.

Date. 06/06/2016

Place: Mumbai

No. MMRCL/Project Office/Architect/RFP/16

Sd/-
General Manager,
MMRC

CHAPTER – 1 : INSTRUCTIONS

I.A : INSTRUCTIONS TO BIDDERS

1. Mumbai Metro Rail Corporation Ltd (MMRCL) is a Joint Venture Company of Government of India and Government of Maharashtra established for implementing Mumbai Metro Line-3 (Colaba-Bandra-SEEPZ).
2. MMRCL proposes its Project office in E-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051. The proposed office will be Ground + 1 storey preferably of steel structure having tentative built up area of 3200 Sqm.
3. Appointment of bidder will be for carrying out Architectural Consultancy Services during the construction of project office building.
4. To be eligible the applicant should fulfill the following criteria:
 - i. The applicant entity should have valid registration as Architect from Institution of Architects, New Delhi;
 - ii. The entity must have completed Architectural consultancy and liasioning work of at least two such types of works in Mumbai in last 5 financial years;
 - iii. The entity should have overall experience of minimum 10 years in above business;
5. Consultant shall have to co-ordinate with all statutory organizations like MMRDA, MCGM, MCZMA, Reliance Energy, CFO, PWD & others. Consultant shall have to follow guidelines of these departments and obtain all types of approvals / permissions / NOCs / completion certificates, etc during the execution of project office building.
6. The selection of the consultant will be made after scrutiny of their technical qualification as per requirement and quoted financial offer.
7. The consultants are invited to submit Technical Proposal and Financial Proposal.
8. The Client will make available relevant project data and reports for the project office.
9. Please note that the Client is not bound to accept any of the conditional Proposals submitted.

10. PREPARATION OF PROPOSAL

Fees:

1) Tender Fees:

Interested Bidders have to make online payment of Rs. 2,000/- (Rupees Two Thousand only) inclusive of MVAT (non refundable) as Tender Processing Fee using online payment gateway during bid preparation using i.e. Debit Card/Credit Card/Net-Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder

2) Earnest Money Deposit:

Interested Bidders have to make online payment of Rs. 5,000/- (Rupees Five Thousand only) (refundable) as Earnest Money Deposit (EMD) through RTGS / NEFT mode using the System Generated Challan. Bidders should ensure that the payment of the EMD is made at-least **5 working days** prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission.

Bidders need to upload scanned copy of EMD paid receipt during bid preparation.

Bidders should mention the beneficiary details for EMD refund in the Earnest Money Deposit Form for fields marked as details required for Refund. MMRC / MMRDA or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

The earnest money deposit of unsuccessful bidders will be refunded through RTGS, NEFT mode only after finalization of the tender for which the above refund details are required. Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. In case of successful bidder, amount of the earnest money deposit may be transferred towards part of the security deposit to be paid after the award of the work, if he intends to do so in writing.

Bidders failing to complete the payment of EMD using the above mentioned process of RTGS / NEFT after downloading the system generated challans will not be able to submit their bids.

Note: Kindly note that transfer of funds to MMRDA's account through NEFT / RTGS mode, from the Bidders' ICICI accounts is currently not possible. In case of funds transfer through NEFT / RTGS, Bidders are requested to transfer from any other bank (excluding ICICI Bank).

A. Technical Proposal

10.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i) Consultants are expected to examine all terms and instructions included in the RFP. Failure to provide requested information will be at their own risk and may result in rejection of their proposal.

- ii) During preparation of the technical proposal consultants must give particular attention to the following:
 - a) The required key professional staff proposed may preferably be employees of the firm,
 - b) No alternative to key professional staff may be proposed and only one C.V. may be submitted for each position
 - c) A good working knowledge of English language is essential for key professional staff on this assignment.
 - d) All reports must be in English language

10.2 The Technical Proposal shall not include any financial information.

B. Financial Proposal

- i) The financial proposal shall be on “Lumpsum basis” as mentioned in **Appendix-E** and which should include all costs associated with the assignment. The financial proposal shall be furnished for key personnel, supporting staff, all other miscellaneous expenses, etc. commensurate with the work requirement. The financial proposal shall be submitted in format given at **Annexure-I** in RFP.
- ii) The financial proposals shall be prepared to cover the tasks mentioned in the RFP and also the tasks required to be carried out in order to meet the objectives.
- iii) The financial proposal shall include all the tax liability except service tax, if any, which must be indicated separately in the financial bid. The service tax will be paid separately at the rate that will be in force from time to time

11. Consultant’s input required:

The consultants are required to make their own assessment of the manpower required in terms of man - months for the different categories of personnel proposed to be deployed for carrying out the scope of work. The consultants are required to furnish CV’s of the key professional staff. CV’s of field support staff are not required to be submitted but the members and man-months for such staff shall be included in the technical proposal and cost in respect of these personnel are to be included in the financial proposal.

12. **Duration of work:**

The consultants shall provide his service for time period of 15 months. The period shall begin on issue of work order to them and his services shall end on certifying completion of the project or on taking over of the project by MMRCL which ever is later.

13. **GUIDEINES FOR SUBMISSION OF E-TENDER**

13.1 Bidder shall follow the instructions on the portal for submission of e-tender.

13.2 Bids shall be submitted online on the e-Tendering portal in ‘three electronic envelopes system’ within prescribed schedule.

13.3 **e-Envelope A**

Tenderer shall upload scanned copies of the following:

- i. Generate Receipt for e-tender fee
- ii. Upload Receipt of Earnest Money Deposit

13.4 **e-Envelope B (Technical bid)**

Bidder shall upload scanned copies of the following:

- a) Certificate of registration as Architect from Institution of Architects, New Delhi
- b) Details of satisfactorily completed works of Architectural consultancy and liasioning work (i.e. atleast two similar kind of work) in Mumbai in last 5 financial years.
- c) Details of overall experience of the Architectural agency.
- d) Detailed standard forms Annexure-II, Annexure-III & Annexure-IV.

13.5 **e-Envelope C (Financial bid)**

- a) Bidder shall quote his offer as “Lumpsum fee” electronically at the prescribed space in the dialog box in e-Envelope C.
- b) Upload the digitally signed copy of RFP document and Annexure-I.

14. Procedure for Tender opening

Contents of e-Envelope A will be scrutinized and only those Bidders who have fulfilled the requirements shall be eligible for opening of e-Envelope B. Similarly, contents of e-Envelope B will be scrutinized and only those Bidders who have fulfilled the requirements shall be eligible for opening of e-Envelope C.

The proposals of the consultant which fails to achieve the minimum requirement shall be rejected. Their Financial Proposals will not be opened. Determination of eligible consultants will be done on the basis of the Financial Proposals of the eligible consultants and negotiations.

Bidder may remain present in the office of the tender opening authority at the time of opening of financial bids. However, the results of the financial bids of all bidders shall be available on the e-Tendering portal immediately after completion of the opening process.

15. If any clarification is required should be obtained before submission of RFP.
16. The Consultant who do not fulfill all or any of the conditions if the tender is incomplete in any respect, will be summarily rejected.
17. The authority is not bound to accept the lowest Consultant.
18. Even though the Consultant meet the above criteria, they are subject to be disqualified if they have (The authority reserves the right to verify the particulars furnished by the Consultant):
 - a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement, conditional bid / proposal and / or
 - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.
19. Any effort by the Consultant to influence the client, in the bid evaluation, bid comparison or contract award decision will result in rejection of the bid.
20. Right to reject any or all offers without assigning any reason thereof is reserved by MMRCL.

LB : SCOPE OF WORK

MMRCL proposes its Project office in E-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051. The proposed office will be Ground + 1 storey preferably of steel structure having tentative built up area of 3200 Sqm. The construction of office is proposed by inviting tenders in two phases as detailed below through contractors. The preliminary office layout drawings are prepared through General Consultant of the Mumbai Metro Line-3 project.

- i) **1stPhase:** On priority tender for construction of structural framing, slab, walls, etc will be invited by MMRCL. The likely cost towards execution of these works is **Rs. 5 Crores**

- ii) **2nd Phase:** After finalization of material specifications required for all finishing works like interior, external façade, furniture, plumbing, sewerage, electrical, air-conditioning, firefighting, communication systems, landscaping, etc. The 2nd tender will be invited by MMRCL immediately after start of 1st phase work for proper coordination. The likely cost towards execution of these works is **Rs. 9 Crores**

Scope of Assignment for Architectural Consultant:

The broad scope of work of an Architectural firm will be as follows:

A) Pre-tendering (Time period:3 Month):

- Preparation of detailed architectural drawings for NOC purpose;
- To obtain all initial NOCs required for construction of Project office like IOD, CC, MCZMA, etc for 1st phase;
- Finalization of material specifications for services for 2nd phase;
- Issue of preliminary drawings for 2nd phase;
- Preparation of estimate for comparison, tender document for 2nd phase;
- Coordination with System's team headed by ED (Electrical) to plan services like, electrical, air-conditioning, fire fighting, communication system, etc;
- Prepare detail drawings of each of the system for tendering in 2nd phase.

B) During execution (Time period:12 Months):

- Preparation of detailed architectural drawings for NOC/CC purpose;
- Preparation of detailed working drawings for 2nd phase;
- To obtain all permissions/approvals required during construction for 1st & 2nd phase;
- To obtain all completion certificates regarding building structure, water supply, sewerage, electricity either from MMRDA/other concern departments and obtain OC, BCC, etc for 1st & 2nd phase;
- To prepare & submit as built drawings in soft as well as hard copies and submit it to MMRCL.

LC : FORM OF CONTRACT

Lumpsum Rate Remuneration

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2016, between, on the one hand, Mumbai Metro Rail Corporation Ltd (hereinafter called the "Employer") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include *its* successor or successors and assignee or assignees of the FIRST PART and, on the other hand, M/s _____ (hereinafter called the "Consultant") of the SECOND PART.

WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:
 - Appendix A: (Terms of Reference) Description of the Services _____
 - Appendix B: Reporting Requirements _____
 - Appendix C: Consultants minimum professional and supporting staff _____
 - Appendix D: Consultancy fees and payment schedules _____
 - Appendix E: Schedule of Price Bid _____
 - Appendix F: Services and facilities provided by employer _____
 - Appendix G: Letter of acceptance, Letter of power of attorney, etc _____

2. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The 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
MUMBAI METRO RAIL CORPORATION LTD

By _____ (Authorized Representative)

Witness:1

Witness:-2

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By _____ (Authorized Representative)

Witness:1

Witness:-2

CHAPTER – 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;
- (b) “Consultant” means the successful bidder whose bid has been accepted and who has been authorized to proceed with the work
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents listed in its Clause 1 that are the General Conditions (GCC), the Special Conditions (SCC) and the Appendices of such signed Contract;
- (d) “Day” means calendar day;
- (e) “Effective date” means the date on which this contract comes into force and effect pursuant to clause GC 2.1;
- (f) " Employer" means Mumbai Metro Rail Corporation Ltd (MMRCL).
- (g) " Engineer" means any officer designated by the Employer for the project.
- (h) “GC” means these General Conditions of Contract;
- (i) “Government” means the Government of Maharashtra.
- (j) “Local currency” means the currency of the Indian Government;
- (k) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all these entities;
- (l) “Party” means the Employer or the Consultants, as the case may be and Parties means both of them;
- (m) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “Proposal” means the Technical Proposal and the Financial Proposal;
- (o) “PMC” means Project Management Consultant;
- (p) “RFP” means the Request for Proposal prepared by the MMRCL for the selection of Consultant;
- (q) “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (r) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- (s) “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

- (t) “Third Party” means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personal and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 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 by registered mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in SC hereto and, where the location of a particular task is not so specified, at such locations, whether in Jurisdiction of MCGM and or Mumbai Metropolitan Region, as the Employer may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 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 Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

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

2. Commencements, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purpose 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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorders, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-consultants or agents or employees, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 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.

2.7.5

DELETED

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written

notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1 terminate this Contract:

- (a) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Consultant becomes (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultant submits to the Employer a statement which has a material effects on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) 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; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

2.9.2 By the Consultant

The Consultant may, 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 (d) of this Clause GC 2.9.2 terminates this Contract:

- (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 8 hereof within forty five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach;
- (c) 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; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GC 2.9.1 or GC 2.9.2. hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clause GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer).

- (a) Remuneration pursuant to Clause GC 6 hereof of Services satisfactorily performed prior to the effective date of termination.
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (c) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute settlement pursuant to Clause GC 8 hereof.

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 general accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The 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.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultant and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, 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 hereunder, and the Consultant shall use their best efforts to ensure that any Sub-consultants as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 DELETED

3.2.3 Consultant not to engage in Certain Activities

The Consultant agree 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-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 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 of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultant

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

3.5 Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 (ii) 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 therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SC); (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 Consultant's Actions Requiring Employer's Prior Approval

The following shall obtain the Employer's approval in writing before taking any of the following actions:

- (a) appointing such members of the Personnel as are listed in Appendix C (Key designations and minimum supporting staff 'Consultant's Sub-consultants Key Personnel')
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix B.

3.9 Documents Prepared by the Consultant to be the Property of the Employer

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer 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. The Consultant may retain copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the Consultant by the Employer, or purchased by the Consultant with funds provided by the Employer, shall be property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

4. Consultant's Personnel

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the employers his / her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such adjustments shall not be made without the Employer's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C as hereby approved by the Employer. In respect of other Key Personnel which the Consultant proposes to use in carrying out of the Services, the Consultant shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working Hours, Overtime, Leave etc.

DELETED

4.5 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, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6

DELETED

5. Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) assist the Consultant, Sub-consultants and Personnel with such documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services.
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.
- (c) DELETED
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultant and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultant, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services ; and
- (g) Provide to the Consultant, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-consultant or the Personnel of either of them.

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1 (b).

5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1 (c) hereinafter.

5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

(a) If so provided in Appendix E hereto, the Employer shall make available to the Consultant, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultant's advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultant, which is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

(b) DELETED

6. Payments to the Consultant

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultant shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GC 6.1 (b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Employer shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2 (b), and (ii) reimbursable expenditure as set forth in Clause GC 6.2 (c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.3 (b)

6.3 Currency of Payment

- (a) DELETED
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) DELETED
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultant shall submit to the Employer,

in duplicate, itemized statements, accompanied by copies of receipted invoices of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

- (c) The Employer shall cause the payment of the Consultant periodically as given in schedule of payment above within sixty (60) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Employer may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the project completion report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the project completion report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- (e) All payments under this Contract shall be made to the account of the Consultant specified in the SC.

7. Fairness and 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.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled 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.

- 2.2 The time period shall be 45 *days*.
- 2.3 The time period shall be 7 *days*.
- 2.4 The time period of contract shall be 15 months (Phase.1 = 3 Month, Phase.2 = 12 Month).

The time period will commence from work order issued to Consultant for work.

3.4. Limitation of the Consultant's Liability towards the Employer.

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the party of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to their Employer's property, shall not be liable to the Employer :
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultant hereunder, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 5.00 lacs for the period of consultancy.
- (c) Professional liability insurance, as mentioned in Clause 3.4 (a) (ii) above, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such

Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (e) Insurance against loss of damage to (i) equipment purchased in whole or in a part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

3.7(c) The other actions are:

- (i) Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of "Employer" is required.

3.9 The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

4.2 (c) DELETED

4.6 The person designated as "Senior Architect" in Appendix C, shall serve in that capacity as specified in GCC Clause 4.6.

5 The Employer shall provide preliminary drawings & requirements of the project to the consultant giving sufficient details.

6.1.(b) The ceiling in local currency is the fee prescribed in the Appendix-D

6.2.(a) Price adjustments are set further in Appendix-D

6.2 (b) DELETED

6.3(b) DELETED.

6.4 (c) The interest rate is: Nil

6.4 (e) Local currency: Rupees

8.2 Disputes shall be settled in accordance with the following provisions:

8.2 If a dispute of any kind whatsoever arises between the Engineer 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 Engineer, the matter shall be in the first

place, be referred in writing to the Engineer 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 Engineer'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 Engineer shall give notice of his decision to the Employer and the Consultant. Such decision shall state that it is made pursuant to this Clause.

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 Engineer shall give effect forthwith to every such decision unless and until the same shall have been revised, as hereinafter provided.

- 8.2.1 If either the Employer or the Consultant disagrees with the decision of the Engineer, the decision shall then be referred by the Employer or by the Consultant, within 30 days of the decision of the Engineer to the Steering Committee comprising not more than three members constituted by the General Manager of the Employer for the project. Provided that each of three persons so nominated by the General Manager shall have independence and impartiality beyond justifiable doubt. A copy of such reference shall also be endorsed to the Engineer. 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 Engineer 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.

CHAPTER – IV : APPENDICES

APPENDIX-A : TERMS OF REFERENCE

1. Introduction :

- 1.1 MMRCL proposes its Project office in E-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051. The proposed office will be Ground + 1 storey preferably of steel structure having tentative built up area of 3200 Sqm.
- 1.2 In order to quickly take up the implementation of the work it is proposed to appoint suitable architectural consultant with proven relevant experience in implementing projects of a similar nature and size. The consultants may submit their proposals considering the above-mentioned components.

2. Objective of the Consultancy: The objectives of the consultancy are to :

- i) To obtain all initial NOCs / permissions for 1st Phase;
- ii) Finalization of material specifications, preparation of estimate, tender document, drawings for 2nd Phase;
- iii) To obtain completion certificates.

3. Scope of Work:

The broad scope of work of an Architectural firm will be as follows:

A) Pre-tendering:

- Preparation of detailed architectural drawings for NOC purpose;
- To obtain all initial NOCs required for construction of Project office like IOD, CC, MCZMA, etc for 1st phase;
- Finalization of material specifications for services for 2nd phase;
- Issue of preliminary drawings for 2nd phase;
- Preparation of estimate for comparison, tender document for 2nd phase;
- Coordination with System's team headed by ED (Electrical) to plan services like, electrical, air-conditioning, fire fighting, communication system, etc;
- Prepare detail drawings of each of the system for tendering in 2nd phase.

B) During execution:

- Preparation of detailed architectural drawings for NOC/CC purpose;
- Preparation of detailed working drawings for 2nd phase;
- To obtain all permissions/approvals required during construction for 1st & 2nd phase;
- To obtain all completion certificates regarding building structure, water supply, sewerage, electricity either from MMRDA/other concern departments and obtain OC, BCC, etc for 1st & 2nd phase;
- To prepare & submit as built drawings in soft as well as hard copies and submit it to MMRCCL.

4. Scope and detailed Tasks under 1st Phase - The tasks under this part are described below:

4.1 NOCs: The Consultant shall obtain all types of initial NOC's/permissions like IOD, CC, etc from MMRDA & other competent Authorities. The project office site falls in CR-II zone and the consultant shall obtain required permissions from MCZMA. The consultant shall obtain all relevant NOCs regarding water supply, sewerage, electricity, fire fighting, etc from competent Authorities.

4.2 Drawings: The consultant shall prepare detailed architectural drawings for NOC purpose with number of copies on relevant paper sizes required for submission to Competent Authorities. It is anticipated that all main drawings will be prepared as CAD files. Nevertheless, not all Mumbai agencies have the necessary equipment for CAD application and thus, record copy drawings should be output as plans on material which is stable, permanent and from which copies can be easily reproduced. All plans and drawings will be produced at standard size (international AO series).

4.3 Material Specifications: The Consultant shall finalize material specifications of all items required for 2nd phase like interior, external façade, furniture, plumbing, sewerage, electrical, air-conditioning, firefighting, communication systems, landscaping, etc. To plan services like electrical, air-conditioning, fire fighting, communication system, etc the consultant shall coordinate with System's team headed by ED (Electrical). The specifications should be based on relevant characteristics and/or performance and should not be particular to any one manufacturer, supplier of equipment or country.

4.4 Bills of Quantities and Cost Estimate: Based on the full design, bills of quantities with detailed measurements shall be prepared for all items of work required for 2nd phase. The breakdown of items shall be in accordance with the

standard adopted by MMRCL / PWD / MCGM / Environmental Department / Pollution Control board/REL, etc. The Consultant will estimate costs for individual work items and thus make an estimate of cost of the complete scheme. Costs shall be identified with and without taxes and duties in and shall be summarized in the form required by employer.

4.5 Bid Document: The bid documents should include all specifications for works, materials and equipment necessary for the preparation of the complete bid package. If particular national or other standards are cited, then bidding documents should state that equipment, materials or workmanship which meet other standards ensuring equivalent or higher quality and which are compatible, will also be accepted. The documents will be adequate and complete to enable the implementing authority to seek bids for the construction of the works in accordance with the Government of Maharashtra standard procurement procedures. The documents will include, but will not necessarily be limited to:

- i) bid notice and advertisement;
- ii) The "contract" namely, the Conditions of Contract, Addition General Conditions and Specifications, General Conditions
- iii) The technical / Construction Specifications
- iv) Special Conditions of Contract
- v) Bill of Quantities
- vi) Tender Drawings
- vii) Reference documents

4.6 Reporting Requirements for 1st Phase : (a) The consultant shall prepare and submit the reports on material specifications, estimates and Bid Documents, etc. These reports shall initially be submitted in the draft format and shall be approved by MMRCL subject to if any modifications. Consultant shall submit adequate number of final reports with necessary modifications if any as suggested by the MMRCL. The tentative list of reports is mentioned in the later sections of the TOR.

- i) **Inception Report:** The consultant shall submit the Inception Report addressing the following issues :
 - a) Total scope of project.
 - b) Anticipated Problems in implementation of the project.

- c) Whether the project can be implemented or is likely to be inadvertently delayed due to the problems mentioned above.
- d) Assessment of the time required for construction and possibility of phased construction.

The estimated cost of work should be calculated with an accuracy of $\pm 10\%$.

5. Scope and detailed Tasks under 2nd Phase : The tasks under this part are described below:

5.1 Completion Certificates: The Consultant shall obtain all permissions/approvals required during construction for 1st & 2nd phase. The consultant shall also obtain all completion certificates regarding building structure, water supply, sewerage, electricity either from MMRDA/other concern departments and obtain OC, BCC, etc for 1st & 2nd phase.

5.2 Drawings (Architectural/working/As built): The consultant shall prepare detailed drawings for CC purpose with number of copies on relevant paper sizes required for submission to Competent Authorities. It is anticipated that all main drawings will be prepared as CAD files. Nevertheless, not all Mumbai agencies have the necessary equipment for CAD application and thus, record copy drawings should be output as plans on material which is stable, permanent and from which copies can be easily reproduced. All plans and drawings will be produced at standard size (international AO series).

6. Manpower Deployment:

6.1 Key Professional Staff for (1st Phase & 2nd Phase)

- i) Senior Architect;
- ii) Junior Architect.

6.2 Other supporting staff on need base such as Civil / Environmental / Electrical / HVAC Engineer, draftsman, Assistant shall be included by the consultant and mentioned.

6.3 After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except; under exceptional circumstances up to a maximum of one third of the key personnel. In case of replacements the Supervision Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement. The replacement should be strictly with the acceptance of MMRCL.

7. **Accommodation, Laboratories and Vehicles :** The Consultant will be responsible for making his own arrangement for all his accommodation and vehicles for transportation of office staff/field staff etc. (including crew, maintenance and repairs thereof). No separate payment will be made on this account.

8. **Outputs:** The various outputs required from the Consultant have been stated in the descriptions of the Tasks (see below).

Sr. No.	Activity / Report	Nos.	Duration in months after commencement
	1st Phase		
1.	Report on different Tasks as per TOR	3	Monthly
2.	Final Report	3	at the end of 1 st phase
3.	Bid documents	1	
	2nd Phase		
6.	Monthly Progress Report	3	Monthly
7.	Project completion report	3	On completion of the project

Consultant shall have to keep up-to-date record of the activities performed during the consultancy period.

9. **Broad Qualification & Experience Requirement for Key Professional Staff :**

1. **SENIOR ARCHITECT :**

1.1 Qualifications and experience : He shall be a qualified Architect with at least 10 years professional experience of planning Commercial multistoried building planning work contracts of size and magnitude to the proposed projects. This is a senior managerial position and candidates should have a proven record of managerial capability in planning / directing / managing major civil engineering planning works. He should be fluent in English.

2. JUNIOR ARCHITECT :

- 2.1 Qualifications and experience : He shall be a qualified Architect with at least 5 years professional experience of planning Commercial multistoried building planning work contracts of size and magnitude to the proposed projects. This is a junior managerial position and candidates should have a proven record of managerial capability in planning / directing / managing major civil engineering planning works. He should be fluent in English.

APPENDIX - B
REPORTING REQUIREMENTS

1.0 Reports

- 1.1 Monthly Progress Reports :** The Consultant shall, by no later than the eighth working day after the end of each month, prepare a brief progress report summarizing the work undertaken for the preceding month along with progress photographs. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how such problems may be resolved. The reports shall also be submitted in electronic format in addition to 3 numbers of hard copies.
- 1.2 Project Completion Report :** The Consultant shall prepare a comprehensive completion report before taking over by the Employer. The reports shall summaries the problems encountered, solutions undertaken, and recommendations for future projects of a similar nature. The Engineer shall summaries and consolidate in a single Team Final Report the key information from the completion reports.
- 1.3 As built drawings:** The Consultant shall submit the ‘As built’ drawings. A CD along with back up and hard copies of approved as-built drawings shall be submitted to MMRCL for records.

Appendix.C

CONSULTANT’S MINIMUM KEY PROFESSIONAL & SUPPORTING STAFF

Name of Work: Architectural Consultancy services for pretending & liaisoning for the construction of proposed MMRCL Project office in E-Block at BKC

Sr. No.	Name	Designation	Reports Due / Activities	Manmonth Deployment														
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Phase-1 & Phase-2 (Key Professional staff)																		
1		Senior Architect																
2		Junior Architect																
		Total																
Phase-1 & Phase-2 (Supporting Staff)																		
1																		
2																		
3																		
4																		
5																		
6																		
		Total																

APPENDIX - 'D'

CONSULTANCY FEES AND PAYMENT SCHEDULE

1. **Fee:** As quoted/ agreed/ negotiated. Agreed consultancy fee payable under this contract, the consultants shall be eligible to receive the fees as detailed in this schedule
2. **The Consultant's quotation:** The Consultant shall provide the services as per the contract at the rates quoted/agreed by the consultant's quotation.
3. **Final Fee payable to the consultant:** The Lumpsum fee as per the contract at the rates quoted/agreed by the consultant.
4. **Break-up of the fees payable for the different phases:** The total fee payable will be divided into 4 parts and paid as indicated below:

Action	Percentage Fees	Time limit from date of work order
a) After obtaining of all initial NOCs like IOD, CC, MCZMA, etc.	10 % *	2 Months
b) Finalization of material specifications, preparation of block estimate, tender document including drawings for 2 nd phase	30%	3 Months
c) Obtaining of all permissions / approvals required during construction, etc for 1 st & 2 nd phase	40% (in suitable phases)	6 Months to 14 Months
d) Obtaining of all completion certificates regarding building structure, water supply, sewerage, electricity either from MMRDA/other concern departments and obtain OC, BCC, etc for 1 st & 2 nd phase	20 %	15 Months
Total	100 %	

* If CC is obtained by MMRCL at its own, the percentage fee will be reduced by 2 %.

APPENDIX - 'E'
SCHEDULE OF PRICE BID

To,
The General Manager,
MMRCL, BKC, MMRCL.

Subject: Architectural Consultancy services for pretending & liaisioning for the construction of proposed MMRCL Project office in E-Block at BKC

Sir,

We wish to provide the consultancy services for the above project; the services required are described in the RFP. Services & deployment of manpower are described in our technical proposal. Our quotes for the projects are as follows:

Fees quoted for the Project

S. No	Name of Work	Time limit for Consultancy	Lumpsum Fees
1	Architectural Consultancy services for pretending & liaisioning for the construction of proposed MMRCL Project office in E-Block at BKC	Phase-1 = 3 Month, Phase-2 = 12 Month, Total = 15 Months	In figures:- In Words:-

(Details of the above % fee is as shown in Annexure-I)

The above proposal is inclusive of all taxes and duties except service tax which will be paid separately at the rate that will be in force from time to time

We hereby undertake to provide the services as required by MMRCL and our offer is valid for 120 days.

Thanking you.

Signature of Consultant
(Authorized Representative)

Annexure-I

Following pro forma justifying your quoted Lumpsum fees				
A- Remuneration for Key Professional Staff :				
S. No.	Position	Salary per month	Requirement for 15 months as per form Appendix.C (Pg 46)	Total salary
1	Senior Architect			
2	Junior Architect			
Total cost (A) for 15 months			Rs.	
B- Remuneration for Supporting Staff :				
S. No.	Position	Salary per month	Requirement for 15 months as per form Appendix.C (Pg 46)	Total salary
1				
2				
3				
4				
Total cost (B) for 15 months			Rs.	
C- All other Miscellaneous expenses :				
	All other local Services rentals, transportation, utilities, survey, preparation of printing drawings (any size & number)/reports, office furniture & equipment, communication etc. complete			
Total Cost (C) for 15 months				
Total Cost of Consultancy work i.e. (A+B+C) = D			Rs.	

Annexure-II

LIST OF SIMILAR WORKS COMPLETED IN LAST FIVE YEARS

Sr No	Details	Work-1	Work-2
1	Name and Type of Project, State, Location		
2	Name and address of client		
3	Cost of Consultancy fees (Rs)		
4	Date of award		
5	Scheduled date of completion		
6	Actual date of completion		
7	Description of project		
8	Details of Key staff involved		
9	Description of actual services performed by staff		
10	Remarks		

Note:-Work order / completion certificate copies, must be enclosed, from competent Authority

Seal and signature of bidder

Annexure-III

LIST OF SIMILAR WORKS IN HAND

Sr No	Details	Work-1	Work-2
1	Name and Type of Project, State, Location		
2	Name and address of client		
3	Contract cost of Consultancy fees (Rs)		
4	Date of award		
5	Scheduled date of completion		
6	Description of project		
7	Details of Key staff involved		
8	Description of services to be performed by staff		
9	Remarks		

Note:- Work order / agreement copies, must be enclosed, from competent Authority

Seal and signature of bidder

Annexure-IV

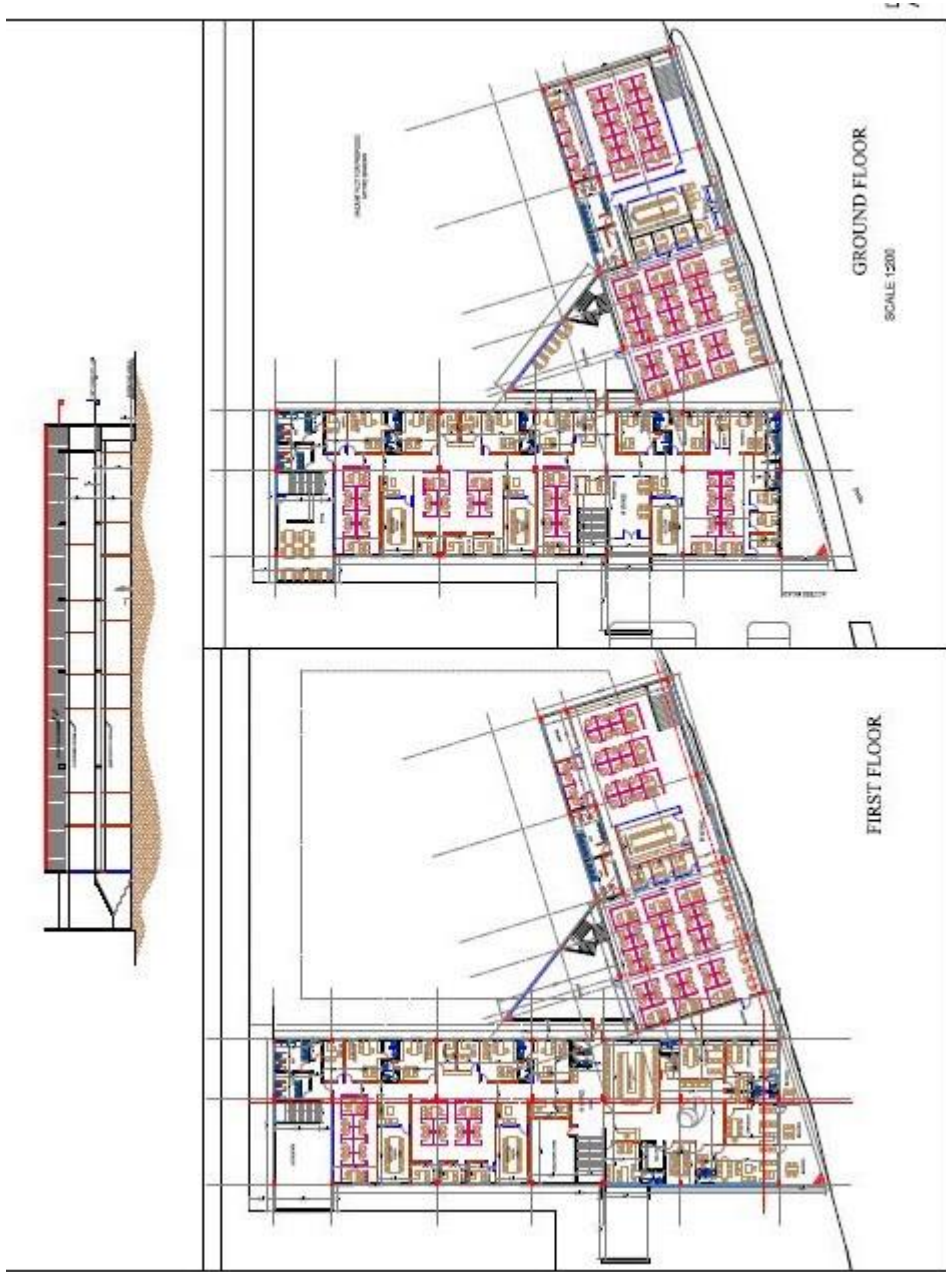
Annual turnover of the Organization i.e. Cost of projects handled during the last five years and financial status supported with income tax clearance certificates

Sr No	Financial Year	Annual Income	Value of work for which consultancy rendered

Note:- Turnover certificate & Audited balance sheet certified by Chartered account must be furnished

Seal and signature of bidder

Drawing No.2: Floor Plan



APPENDIX - 'F'

Services & Facilities Provided by the Employer

DELETED

APPENDIX - 'G'

Letter of Acceptance, Letter of Power of Attorney, etc.