



PUNE METROPOLIS

PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL TENDER PAPERS

(E-TENDER)

FOR THE WORK OF

Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be Implemented on the Public Private Partnership Mode

Tender Notice No. 9 (E-Tender) (2nd call)

FY 2023-2024

Survey. No. 152-153, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 067

Ph No.: 020- 259 22 244 | Email: pune-metroline3@pmrda.gov.in

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DISCLAIMER

1. The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Applicant upon the statements contained in this RFP.
6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting his offer is given in this Tender Document under “Tender Schedule”. Bidders should carefully note down the cut-off dates for carrying out each e-tendering process/activity.
10. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, the Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
11. In that event as provided hereinabove Clause 2 of this Disclaimer, Pune Metropolitan Region Development Authority (PMRDA) will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this website. It includes all associated services, or due to such un-availability of the website or any part thereof or any contents or any associated services.
12. Bidders must follow the time table of e-tendering processes and get their activities of e-tendering processes down well in advance so as to avoid any inconvenience due to unforeseen technical problems.
13. PMRDA will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error / failure of the website and the Bidder agrees it cannot be challenged by way of appeal, arbitration and in the Court of Law. Bidders must undertake and execute all the required e-tendering activities well in advance.

E-TENDER NOTICE



PUNEMETROPOLIS

PUNE METROPOLITAN REGION DEVELOPMENT AUTHORITY

Survey. No. 152-152, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 007

Email: pune-metroline3@pmrda.gov.in,

Website: www.pmrda.gov.in

PMRDA invites bids from eligible Bidders through e-Tendering as detailed below.

Name of work:	Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode
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Name of work	Earnest Money (Rs.)	Performance Security (Rs.)	Contract Period
Transaction Advisory Services for Pune Metro Line 4 proposed to be implemented on the Public Private Partnership mode	Rs.1,50,000/-	2% of the bid value	24 months

The e-Tender can be downloaded from 12/09/2023 at 15.00 hrs. Any additional information & help for uploading & downloading the e-tender may be availed by contacting PMRDA's office at the following address: pune-metroline3@pmrda.gov.in. The pre-bid meeting will be held on 20/09/2023 at 12.00 hrs. at PMRDA, 4th floor, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 067.

Date: 11/09/2023

Place: Pune

Sd/-
Chief Engineer
Engineering Division-2
PUNE METROPOLITAN REGION
DEVELOPMENT AUTHORITY

1. INTRODUCTION

1.1. Background:

- 1.1.1. The Pune Metropolitan Region Development Authority constituted vide notification no. PMRDA/3316/CR 54/UD-7, dated July 11, 2016 issued pursuant to sub-section (1) of section 3 of the Maharashtra Metropolitan Region Development Authority Act, 2016 and section 42A, 42C and 42F of the Maharashtra Regional and Town Planning Act, 1966, and having its office at Survey No. 152, 153, Maharaja Sayajirao Gaikwad, Udyog Bhavan, Aundh, Pune, 411067, Maharashtra, India (hereinafter referred to as the “PMRDA” or the “Authority”). The PMRDA has awarded the contract for development of 23.203 km Pune Metro Line 3 Project on Public Private Partnership basis under the Design Build Operate Finance and Transfer model, which is under progress.
- 1.1.2. The Maharashtra Metro Rail Corporation (hereinafter referred to as the “Maha-Metro”) incorporated in the year 2016 is a 50:50 jointly owned company of Government of India and Government of Maharashtra has undertaken the development of Pune Metro Line 1 and Line 2 on Engineering-Procurement-Construction basis. Certain lengths of both these lines are operational and the construction works of the remaining length is under progress.
- 1.1.3. Further, the Government of Maharashtra has established a Pune Unified Mobility Transport Authority (hereinafter referred to as “PUMTA”) chaired by the Divisional Commissioner, Pune Division as a nodal agency to decide/ recommend the State Government, on transport related matters amongst various agencies with regards to collaboration, coordination and integration between various transport initiatives in the Pune Metropolitan Region.
- 1.1.4. The PMRDA has received the Detailed Project Report (“DPR”) for the Pune Metro Line 4 – Shivajinagar to Loni Kalbhor and spur to Saswad and Swargate from the Delhi Metro Rail Corporation (the “DMRC”). Further, the Maha-Metro has undertaken the activity of preparation of Detailed Project Report (“DPR”) for the Pune Metro Line 5 (Khadakwasla to Kharadi). The stretch from Swargate-Pulgate-Hadapsar (Magarpatta) is common between the two Metro Lines.
- 1.1.5. In order to address the issue of development of the common stretch, the PUMTA in its meeting directed PMRDA to appoint a Transaction Advisor(TA). The Transaction Advisor is required to evaluate modality of development of the Metro Lines (PPP/EPC) and shall take into consideration the financial feasibility, risk to the Government, convenience for citizens (fare, interchanges etc.) etc. and then make a recommendation to the Authority.

1.2. Request for Proposal (RFP):

- 1.2.1. The PMRDA invites digitally signed and unconditional proposals (the “Proposal”) for Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode. The scope of work shall include but not be limited to attending meetings, conferences and discussions and advising and assisting the PMRDA in the diverse legal and commercial issues that may arise from time to time and all matters incidental thereto (collectively the “Consultancy”) in accordance with the Terms of Reference specified in this RFP. The Authority intends to select the Consultant through open competitive bidding in accordance with the procedure set out herein.

1.3. Sale of RFP Document:

Tender Document can be downloaded for reference purpose from the E-Tendering portal www.mahatenders.gov.in during the period mentioned in the Tender Notice. Interested Bidders have to make online payment of Rs. 2000/- (Rupees Two Thousand only) plus GST as tender processing fee ("Tender Processing Fee") using online payment gateway only. Tender Fee receipt can be system generated during bid preparation by the Bidder. The fees of the Tender Document will be non-refundable.

1.4. Proposal Due Date (PDD)

Proposal should be submitted before 1500 hrs the PDD specified at Clause 1.7. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.8 uniformly for all Applicants.

1.5. Validity of the Proposal:

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD"). The award of Tender shall be decided, and Letter of Acceptance will be issued by the PMRDA within validity of the offer received. In exceptional cases, PMRDA will request the Applicant(s) to extend the validity of the Proposal.

1.6. Brief description of the Selection Process

The PMRDA has adopted a two-stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed e-envelopes. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out of the short-listed applicants. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be selected for negotiation (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

1.7. E-Tender Schedule:

Download period of online Tender	From 25/11/23 at 15:00 HRS TO 15/12/23 at 15:00 HRS.
Last date and time for raising of clarification / queries	Upto 04/12/23 Time upto 12:00 HRS
Pre- bid Meeting	04/12/23 at 12.00 Hrs. at PMRDA, 4th floor, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 067 Link for VC - https://meet.google.com/tuw-gwhf-wip
Bid submission by Bidder [Proposal Due Date]:	15/12/23. upto 15:00 HRS OR AS AMENDED BY THE AUTHORITY
Place, Date and timing of Opening of Technical Proposal (Envelop 'A')	16/12/23 at 16.00 Hrs. PMRDA, 4th floor, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 067 OR AS AMENDED BY THE AUTHORITY

1.8. Communications:

- 1.8.1. All communications including the submission of Proposal should be addressed to:

Shri Raju Thanage,
Executive Engineer,
Pune Metropolitan Region Development Authority
Survey No. 152, 153, Maharaja Sayajirao Gaikwad,
Udyog Bhavan, Aundh, Pune, 411067, Maharashtra
Mob No: 9175624247
Email ID: pune-metroline3@pmrda.gov.in

- 1.8.2. All communications, should contain the following information to be marked at the top in bold letters:

Queries/Request for Additional Information concerning RFP for Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode

1.9. Conditions of Eligibility:

Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation as elaborated herein:

- 1.9.1. The Bidder must be amongst the “Empanelled Transaction Advisors for Public Private Partnership Projects by the Department of Economic Affairs, Ministry of Finance, Government of India vide Notification dated 01/07/2022 bearing F.No.2/3/2021-PPP”
- 1.9.2. If the bidder is not empanelled with the DEA, GoI, it shall be required to fulfill the criteria mentioned below -
- A. Must have provided transaction advisory services to at least one Project of minimum Rs.200cr in the similar PPP projects in the past 10 (Ten) years in the Transport Sector preceding the PDD. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.
 - B. Average turnover in the last three financial years should be more than Rs.10cr.
- 1.9.3. The Bidder shall not use the credentials of the Associate company for meeting the technical and financial criteria laid down in this RFP. For the purposes of this RFP, the word “Associate” is defined under Clause 2.1 of this RFP.
- 1.9.4. The Bidder should not have been blacklisted/ debarred/ declared ineligible for award of contract by any Government / Government undertaking/ Semi Government / Govt. Controlled Institutions/ Projects in India, during the last five (5) years. Also, the Bidder should not have rescinded or defaulted on the Services after award of the Contract during the last five (5) years from the date of opening of the Tender. The Bidder shall provide an undertaking as provided in this RFP.
- 1.9.5. The Bidder if they want to act through their representative or individual partner(s) should submit along with the Tender, a Power of Attorney as in Form 4 of Appendix-(1) duly stamped and authenticated by a Notary Public or by a Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the Tender, sign the Agreement, receive money, compromise, settle, relinquish any claim(s) preferred by the firm and sign ‘No Claim Certificate’ and refer all or any disputes to arbitration.

1.10. Submission of bids:

- 1.10.1. The Tenders will be received online on official e-Tendering Portal of Government of Maharashtra i.e. <https://mahatenders.gov.in> and will be opened as per the Tender Schedule by the Chief Engineer (Engineering Division-2) or his authorized representative on scheduled date and time, in the presence of such intending Bidders or his/ their authorized representatives who may be present at that time.
- 1.10.2. Bidders should have valid class 2 or 2 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 Digital Signature Certificate (DSC), Bidders should go to <https://mahatenders.gov.in> and follow the procedure mentioned in the document procedure for Digital Certificate. Bidders who are participating in e- tendering for the first time shall have to obtain User ID/Digital ID & password from the above- mentioned portal.
- 1.10.3. If there is any amendment in the Tender the same shall be published on following official E-Tender portals / website: e-tender Portal: <https://mahatenders.gov.in>.

Sd/-
(Parmeshwar Gande)
Assist. Account Officer

Sd/-
(Raju Thange)
Executive Engineer

Sd/-
(Savita Nalawade)
Dy. Chief Accounts and Finance Officer

Sd/-
(Rinaj Pathan)
Chief Engineer

Sd/-
(Padmashree Taldekar)
Financial Controller

Sd/-
(Deepak Singhla, IAS)
Additional Commissioner

Sd/-
(Rahul Mahiwal, IAS)
Metropolitan Commissioner
Pune Metropolitan Region Development Authority

2. INSTRUCTIONS TO BIDDERS/ APPLICANTS

A. GENERAL

2.1. Conflict of Interest

- 2.1.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Earnest Money Deposit/ Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.1.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts which other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.1.3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or there ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Legal Adviser will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Legal Adviser shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture or "Best Friend Relationship" with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.2. Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.3. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4. Acknowledgement by Applicant:

2.4.1. The Applicant shall carefully study the various terms & conditions/ stipulations mentioned in the RFP before submitting the Proposal. Applicants are encouraged to inform themselves fully about the assignment before submitting the proposal by sending written queries to the Authority.

2.4.2. It shall be deemed that by submitting the Proposal, the Applicant has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from the Authority;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the PMRDA
- iv. satisfied itself about all matters, things and information necessary and required for submitting an informed Application/ Proposal and performance of all of its obligations there under;
- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertaking provided by it under and in terms of this RFP.

2.4.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.5. Right to reject all Proposals

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject the Proposals and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.6. Right to reject any Proposal:

2.6.1. Without prejudice to the generality of Clause, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.6.2. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS:

2.7. Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment / CSD/ CSC issued in accordance with Clause 2.7. of this RFP:

Request for Proposal

1. Introduction
2. Instructions to Applicants/Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedule I - Terms of Reference

Schedule II - Draft of Agreement

Appendix-I: Technical Proposal

Form No.	Contents
Form-1	Letter of Proposal
Form-2	Particulars of the Bidder
Form-3	EMD Declaration
Form-4	Power of Attorney for Signing of Bid
Form-5	Particulars of Key Personnel
Form-6	Abstract of Eligible Assignments of the Key Personnel
Form-7	Curriculum Vitae of the Key Personnel
Form-8	Format for Declaration towards Debarment/ Blacklisting
Form-9	PMRDA Audit
Form-10	Non-Engagement of Middleman

Form-11	Form of Bank Guarantee Bond for Performance Security
Form-12	Initial Filter Criteria

Appendix-II: Financial Proposal

Form-13	Format for Financial Bid Covering Letter
Form-14	Format for Financial Bid

2.8. Amendment of RFP

- 2.8.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, may omit or suspend certain items of work, revise or amend the RFP document.
- 2.8.2. Such revisions or amendments or extension, if any, shall be communicated to all concerned on above-mentioned PMRDA official e-Tendering Portal which will be issued at least (3) three days before the due date of receipt of bid.
- 2.8.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority, in its sole discretion, may extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL:

2.9. Languages

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language (except Marathi), it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. For documents in Marathi, the original document shall be sufficient.

2.10. Format and Signing of Proposal:

- 2.10.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.10.2. Bidders shall have to submit digitally signed copies of Tender through e-tender portal only. Bidder should upload scanned attested photocopies of all documents on above mentioned E-Tendering portal & produce in original on request by PMRDA at any stage after e-tender opening.
- 2.10.3. A statement showing names of Partners, Directors etc. of the firm with complete address of each should be uploaded to above mentioned e-Tendering Portal and authorized person on behalf of firm should sign e-Tender using digital signature certificate.
- 2.10.4. Conditional tender shall not be accepted.
- 2.10.5. Applicants should note the PDD for submission of Proposals. The evaluation will be carried out only on the basis of Documents received by the closing time of PDD Supplementary material will

not be entertained by the Authority save and except as sought by the Authority while seeking clarifications from the bidder.

- 2.10.6. Additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted will be summarily rejected.
- 2.10.7. Bidders shall follow the instructions displayed on the E-Tendering portal for submission of e-tender.
- 2.10.8. Bid shall be submitted online on the E-Tendering portal in 'Two electronic envelopes system' within the prescribed schedule.

2.11. Technical Proposal:

- 2.11.1. Applicants shall submit the Technical Proposal (e-Envelope A) in the formats at Appendix-I (the "Technical Proposal").
- 2.11.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - a) all forms are submitted in the prescribed formats and signed by the authorised signatories including the duly filled & signed Appendices, Digitally signed copy of bid document, Documents to be submitted for technical evaluation, Any other documents sought for technical evaluation in any clause of this E-Tender.
 - b) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - c) The Documents sought in Conditions of Eligibility under Clause 1.9 of the RFP are submitted.
 - d) The details and supporting documents of Eligible Assignments is properly submitted.
 - e) Additional projects undertaken by the Bidder but which cannot be considered under Eligible Assignment should be submitted.
 - f) CVs of all Key Personnel have been included;
 - g) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 1.9.9. of the RFP;
 - h) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - i) The CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
 - j) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - k) Key Personnel proposed have good working knowledge of English language.
 - l) No Key Personnel should have attained the age of 75 years at the time of submitting the proposal;
 - m) The scanned copy of system generated Tender Fee receipt and EMD receipt must be uploaded during bid preparation by the Bidder in e-Envelope A.
 - n) Documents/ CV for Support Staff are not required to be submitted as a part of Technical Proposal.
- 2.11.3. The Bidder shall produce in original on request by PMRDA at any stage after E-Tender opening.
- 2.11.4. Failure to comply with the requirements spelt out in this Clause 2.11 shall make the Proposal liable to be rejected.

- 2.11.5. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.11.6. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.11.7. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.11.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.12. Financial Proposal

- 2.12.1. Bidder shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy for the entire duration 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.
- 2.12.2. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), overheads, insurances, social costs, expert’s accommodation costs in Pune, costs of the firm’s other support experts/staff including specialist knowledge based support, firm’s institutional knowledge base, royalties, cost of licenses if any, profits and all other costs including cost of travel, accommodation, air fare, equipment, printing of documents, etc. the total amount indicated in the Financial Proposal shall be without any condition attached or not 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.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the Financial Proposal shown except GST. GST shall be paid separately. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) Costs shall be expressed in INR.

2.12.3. PMRDA reserves the right to verify financial transactions of Bidders in the Bank/ Financial Institutions. Bidders should give PMRDA to that effect along with the account number and Bank/ Financial institution name & address. Any changes/modification may be communicated to PMRDA immediately.

2.12.4. No extra payment will be made by PMRDA above the quoted price for any reason whatsoever including delay in execution of project or variation in scope.

2.12.5. No erasures, corrections and over writings in the Financial Bid will be allowed. Any corrections/erasures shall lead to disqualification/rejection of the tender.

2.13. Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.14. Suspension of Bidder:

The Bidder will be suspended for a period of five (5) years and will not be able to participate in any tender issued by PMRDA, in following cases:

- a. If the Bidder withdraws/modifies his Tender after the e-tender opening but during the period of Tender validity.
- b. If it is determined that the financial bid of the Bidder is abnormally low and raises concern with such PMRDA as to the ability of the Bidder to perform the Contract. The tender acceptance PMRDA will also reject the Tender.
- c. In case a Selected Bidder fails to:
 - i. Furnish the EMD within the prescribed time limit
 - ii. Commence the work as per terms and conditions of the Tender/PMRDA instructions given in the Letter of Acceptance.
 - iii. Enter into the Contract within the prescribed time limit.

2.15. Earnest Money Deposit:

2.15.1. The Bidder must make a payment of Earnest Money Deposit (EMD) to the tune of Rs. 1,50,000/- (IN WORDS RUPEES ONE LAKH FIFTY THOUSAND ONLY). Bids not accompanied by EMD will be summarily rejected as non-responsive. Earnest money in any other form of cash or cheque will not be accepted.

- 2.15.2. PMRDA shall not be liable to pay any interest on the EMD so made and the same shall be interest free. EMD so deposited will be returned without interest to Applicants whose Proposals are not accepted.
- 2.15.3. Any Bid not accompanied by the EMD shall be rejected by PMRDA as non-responsive.

2.16. Forfeiture of EMD:

- 2.16.1. PMRDA shall be entitled to forfeit and appropriate the EMD as the mutually agreed genuine pre-estimated compensation/ damages to PMRDA in any of the events specified in Clause 2.15.2 herein below. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that PMRDA will suffer loss and damage on account of withdrawal of its Application or for any other default by the Applicant during the Agreement period. No relaxation of any kind on EMD shall be given to any Applicant.
- 2.16.2. Without prejudice to MOR's any other right or remedy here under or in law or otherwise, the EMD shall be forfeited and appropriated by PMRDA as the mutually agreed pre-estimated compensation and damage payable to PMRDA for, inter alia, cost and effort of PMRDA in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant submits a non-responsive Proposal;
 - b) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
 - c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - d) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the Assignment;
 - e) If the Applicant is disqualified on account of having a Conflict of Interest as specified in Clause 2.1.

2.17. Other Tender Guidelines

- 2.17.1. PMRDA reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
- 2.17.2. All Tenders, documents and other information submitted by the bidders to PMRDA shall become the property of PMRDA. Bidders shall treat all information furnished as strictly confidential. PMRDA will not return any submission.
- 2.17.3. The Tender is not transferable under any circumstances.
- 2.17.4. Telegraphic, conditional or incomplete Tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the Bidder.
- 2.17.5. Tenders in any form other than the prescribed format issued by PMRDA will not be entertained and will be summarily rejected.

- 2.17.6. Tenders with revised / modified rates / offer after submission / opening of the Tender will be summarily rejected. In such a case PMRDA may forfeit the Earnest Money Deposit submitted with the Tender.
- 2.17.7. PMRDA may not consider bidders who have poor performance records such as abandoning Services, not following statutory requirements, financial failure, etc.
- 2.17.8. Bidders are advised to submit only one Tender. If a Bidder is found to submit more than one Tender, all the Tenders in which the Bidder has participated shall be considered as invalid.
- 2.17.9. The quantum of services mentioned in the Tender Document is only tentative and may be enhanced. The payment for Services will NOT be enhanced on the accepted rates.
- 2.17.10. Subject to the above, no Bidder shall try to influence the PMRDA authorities on any matter relating to the Bid from the time of opening till the time of award of the Contract. Any effort by any Bidder to modify his Bid or influence the Bid process shall result in rejection of his Bid without any notice.

2.18. Confidentiality:

- 2.18.1. The Consultant shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the PMRDA's business or security arrangements (including but not limited to the assignment instructions, schedules and other subsequent agreements) and/or business of the PMRDA. The obligation is not limited to any scope and the Consultant shall be held responsible in case of breach of the confidentiality of PMRDA's information.
- 2.18.2. If the Consultant receives enquiries from Press / News / Media/ Radio / Television or other bodies/ persons, the same shall be referred by the Consultant to PMRDA immediately on receipt of such queries and shall not divulge any information.

D. EVALUATION PROCESS:

2.19. Tender Submission:

Tender submissions will be made online after uploading the mandatory scanned documents. Bid shall be submitted online on the E-Tendering Portal in 'Two electronic envelopes system' within prescribed Appendices.

2.20. Tender Opening

- 2.20.1. The docket of information containing the technical proposal ("**Technical Proposal**" or the "**e-Envelope A**") of all Tenders shall be opened online on due date and Time of tender opening, the Proposal Due Date as mentioned in the Tender Documents, in presence of the Bidders or their representatives who choose to attend, in the office of the Chief Engineer, Engineering Division – 2, PMRDA, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the PMRDA, the next official working day shall be deemed as the date of opening of Technical Proposal. The Bidders who have not complied with one or more of the foregoing instructions, their Tenders may not be considered.

The details will be read out for the information of representatives of Bidders, present at the time of opening of Tender.

- 2.20.2. The EMD will be checked and details will be read out for the information of representatives of Bidders. Technical Packages of those Bidders who have not submitted EMD shall not be opened.
- 2.20.3. Tender which is accompanied by an unacceptable or fraudulent EMD shall be considered as non – compliant and rejected.
- 2.20.4. The opening committee shall sign the system generated record of opening which shall include, the name of Bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of an EMD. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents.
- 2.20.5. The Bidder's name, details of the EMD and such other details as the PMRDA or his authorized representative, at his discretion, may be considered appropriate and will be announced at the time of tender opening.
- 2.20.6. The unopened Financial Proposal will be opened on a subsequent date after evaluation of Technical Proposals. Financial Proposals of only those Bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of Financial Proposals shall be informed separately to only the Bidders who have qualified during technical evaluation stages and Bidders can be present to witness opening of Financial Proposals.

2.21. Responsive Bids:

- 2.21.1. PMRDA shall determine whether each Bid is responsive to the requirements of the Document. A Bid shall be considered responsive only if:
 - a. It is received as per format (Envelope -A).
 - b. It is received by the Proposal Due Date including any extension thereof.
 - c. It is accompanied by the Power(s) of Attorney as the case may be;
 - d. It contains all the information and documents (complete in all respects) as requested in this Document and/or other communication (in the formats same as those specified);
 - e. Payment towards the cost of Tender Document.
 - f. it does not contain any condition or qualification; and
 - g. Additional Irrelevant documents are not not submitted in e-Envelope A
- 2.21.2. PMRDA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.
- 2.21.3. Such bids which clear the 'test of responsiveness' as above, will be called 'responsive bids' and only 'responsive bids' shall be considered for evaluation. Evaluation of Bids shall be done by PMRDA through a committee comprising of members as per the delegation of powers decided by PMRDA.
- 2.21.4. The bids shall be deemed to be under consideration immediately after they are opened and until such time PMRDA makes official intimation of award/ rejection to the bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting PMRDA and/ or their employees/ representatives on matters related to the

Bids under consideration. However, when PMRDA calls for any information/ clarification, it shall be supplied by the Bidder within the time stipulated.

- 2.21.5. Responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditions or reservation,
- 2.21.6. One that limits in any substantial way the scope, quality, or performance of the product/ material/ materials, that limits, in any substantial way that is inconsistent with the Tender Documents, PMRDA rights or the Consultants' obligations under the contract; and one that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids shall be deemed as Non-Responsive Bids. If a bid is not substantially responsive, it will be rejected by PMRDA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 2.21.7. PMRDA's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by PMRDA in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

2.22. Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23. Clarifications:

- 2.23.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2. If an Applicant does not provide clarifications sought under Clause 2:22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.24. Other Rights of the PMRDA:

PMRDA in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms & conditions relating thereto.
- b. Consult with any bidder in order to receive clarification or further information.
- c. Retain any information and / or evidence submitted to PMRDA by, on behalf of, and / or in relation to any Bidder; and / or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- e. Award the work to more than one Bidder by distributing Tender quantities in manner and in proportion as decided by PMRDA.

E. APPOINTMENT OF THE CONSULTANT:

2.25. Negotiations

- 2.25.1. The first ranked applicant (the "Selected Applicant") may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Legal Adviser under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2. The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26. Award of Tender

- 2.26.1. PMRDA will award the contract to the Bidder whose Tender has been determined to be substantially responsive, techno-commercially and financially suitable, complete and in accordance with the Tender Document/ RFP.
- 2.26.2. Prior to the expiry of the period of tender validity, PMRDA will notify the Selected Applicant in writing, through Letter of Award, that his Tender has been accepted. The acceptance of Tender will be intimated to the Selected Applicant by email or otherwise by the PMRDA.
- 2.26.3. The Letter of Award (LOA) would be issued in duplicate to the Consultant, who will return one copy to PMRDA duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the Letter of Award, within seven (7) days from the date of issue of LOA.
- 2.26.4. Letter of Award shall communicate the sum which the PMRDA would pay to the Consultant during the contract period, as per procedure of contract, in consideration of the execution/ completion of the Services by the Consultant as prescribed in the Agreement ("Contract Price").
- 2.26.5. No correspondence from the unsuccessful Bidders will be entertained by PMRDA.

2.27. Cancellation of Letter of Award (LOA):

- 2.27.1. After issuance of the Letter of Acceptance, in case, the Consultant fails to commence the Services within 30 days, for whatsoever reasons, as per terms and conditions of Tender then the LOA shall be cancelled and action as per the EMD Declaration will be taken.
- 2.27.2. PMRDA will reject the Tender or rescind the Contract if PMRDA determines that the Bidder/ Consultant or the employees deployed by the Consultant for the performance of Services are engaged in corrupt or fraudulent practices or other immoral activity.
- 2.27.3. PMRDA will declare a Consultant ineligible for a stated period of time, to be awarded a contract(s) if at any time it determines that the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 2.27.4. The Consultant shall apprise PMRDA of any fraud/suspected fraud as soon as it comes to their notice.

2.28. Performance Security:

- 2.28.1. The Selected Bidder shall be required to pay Performance Security to the tune of 2% of the Financial Proposal (Bid Value) or Contract Price whichever is higher ("Performance Security"). The Performance Security shall be furnished to the PMRDA within 15 (Fifteen) days of issue of the notification of award i.e. Letter of Award.
- 2.28.2. The Consultant shall have to pay performance security in DD/ Bank Guarantee/ FDR pledged in favour of Pune Metropolitan Region Development Authority from a Nationalized/Scheduled Banks in the enclosed form in the format given in Appendix-1 Form-14.
- 2.28.3. Details of PMRDA A/c for online payment of Performance Security -

Bank of Maharashtra Branch - 00118 Pune Aundh

Branch Address	Shakun Apt. Plot 2,S.no 148/150, Sanghavi Nagar, Aundh Pune -411007
Name of A/c	PMRDA Account Security Deposit
Account No	60217729062
IFSC Code	MAHB0000118
MICR Code	411014012

- 2.28.4. The BG must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the PMRDA bank through SFMS. The Performance Bank Guarantee issued on the SFMS platform shall only be acceptable to the PMRDA.
- 2.28.5. All compensation or other sums payable by the Consultant under the terms of this Contract may be deducted from his Performance Security or from any sums which may be due to the PMRDA on any account and in the event of the Performance Security being reduced by reason of any such above noted deductions, the Consultant shall within ten (10) days of receipt of notice of demand from the Chief Engineer. Engineering Division – 2, PMRDA make good the deficit.

- 2.28.6. PMRDA shall not be liable to pay any interest on the Performance Security deposited by or recovered from the Consultant.
- 2.28.7. The Selected Bidder must ensure that the Performance Security remains valid for a period of sixty (60) days beyond the date of completion of the Services and shall be extendable to such period as directed by the Chief Engineer, Engineering Division No. 2, PMRDA.
- 2.28.8. Failure of the Consultant to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender.

2.29. Execution of Agreement:

- 2.29.1. After acknowledgement of the LOA, submission of the Performance Security and completion of other requirements as asked by PMRDA, the Selected Applicant will have to sign a Contract Agreement within 15 days of the LOA. The necessary stamp fees, etc. required for completing the agreement will have to be borne by the bidder. Submission of a bid by a bidder implies that they had read these instructions and have made themselves aware of the scope of the work, conditions of contract and the PMRDA will not, therefore, bear any extra charges on any account.
- 2.29.2. For the purpose of preparing of the Agreement, the Consultant shall be required to deposit two non-judicial stamp papers each of Rs.500/-
- 2.29.3. While entering into the Agreement, the Selected Applicant will have to submit the duly signed e-Tender document to the PMRDA office.
- 2.29.4. The detailed E-Tender Notice, the RFP along with the subsequent corrigendum, addendum etc. shall form part of the Agreement.
- 2.29.5. Upon execution of Agreement, PMRDA will promptly notify the unsuccessful Bidders.

2.30. Refund of EMD:

- 2.30.1. The EMD will be refunded to the Unselected Bidders on deciding about the rejection of the bid or on expiry of the validity period whichever is earlier.
- 2.30.2. In case of the Selected Bidder, it will be refunded on his paying the Performance Security or will be transferred towards a part of Performance Security to be paid after award of the work. If Selected Bidder does not pay the Performance Security in the prescribed time limit and complete the agreement procedure, his EMD will be forfeited by the PMRDA.
- 2.30.3. The selected Bidder shall have to execute the Agreement in the manner and format as indicated by PMRDA in this Document.

2.31. Commencement of Consultancy:

The Selected Applicant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

2.32. Proprietary data:

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicants to the Authority in relation to the Consultancy shall be the property of the Authority.

3. EVALUATION CRITERIA

3.1. Conditions of Eligibility:

The Conditions of Eligibility as defined in Clause 1.9 of this RFP shall be the basic minimum criteria required to consider the bid as responsive.

3.2. Technical Evaluation:

In the first stage, the Technical Proposal will be evaluated on the basis of the experience of the Applicant and the Key Personnel. The scoring criteria to be used for evaluation shall be as follows -

A) Key Personnel:

Key Personnel	Education Qualification	Professional Experience	Marking Scheme	Max. Marks								
Team Leader	MBA/CA/ CFA/ MCA /BE/B. Arch. Or equivalent	12 years	<p>He should have led the team for transaction advisory. Top five (Size wise) similar PPP projects in the past 10 (Ten) years in the Transport Sector preceding the PDD will be considered and maximum 10 marks shall be awarded. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Each Project Size</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 200 Cr.</td> <td>2 Marks</td> </tr> <tr> <td>100 Cr. < Project Cost <= 200 cr</td> <td>1 Mark</td> </tr> <tr> <td>50 Cr. <Project Cost <= 100 cr</td> <td>0.5 Mark</td> </tr> </tbody> </table>	Each Project Size	Marks	> 200 Cr.	2 Marks	100 Cr. < Project Cost <= 200 cr	1 Mark	50 Cr. <Project Cost <= 100 cr	0.5 Mark	10
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> 200 Cr.	2 Marks											
100 Cr. < Project Cost <= 200 cr	1 Mark											
50 Cr. <Project Cost <= 100 cr	0.5 Mark											
Finance Expert	MBA/CA/ CFA or equivalent	8 years	<p>He should have led the team for transaction advisory. Top five (Size wise) similar PPP projects in the past 10 (Ten) years in the Transport Sector preceding the PDD will be considered and maximum 10 marks shall be awarded. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Each Project Size</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 200 Cr.</td> <td>2 Marks</td> </tr> <tr> <td>100 Cr. < Project Cost <= 250 cr</td> <td>1 Mark</td> </tr> </tbody> </table>	Each Project Size	Marks	> 200 Cr.	2 Marks	100 Cr. < Project Cost <= 250 cr	1 Mark			
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			50 Cr. <Project Cost <= 100 cr	0.5 Mark									
Real Estate Expert	MBA in Finance/ Masters in Urban Planning	8 years	<p>Top five (Size wise) similar commercial sector projects involving work of conducting market demand assessment in the past 10 (Ten) years in the Real Estate Sector preceding the PDD will be considered and maximum 10 marks shall be awarded.</p> <table border="1"> <thead> <tr> <th>Each Project Size</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 0.5 million sq.ft. Built Up of Commercial space</td> <td>2 Marks</td> </tr> <tr> <td>< 0.25 million sq.ft. Built Up of commercial space <= 0.5</td> <td>1 Mark</td> </tr> <tr> <td>< 0.1 million sq.ft. Built Up of commercial space <= 0.2.5</td> <td>0.5 Mark</td> </tr> </tbody> </table>		Each Project Size	Marks	> 0.5 million sq.ft. Built Up of Commercial space	2 Marks	< 0.25 million sq.ft. Built Up of commercial space <= 0.5	1 Mark	< 0.1 million sq.ft. Built Up of commercial space <= 0.2.5	0.5 Mark	10
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< 0.1 million sq.ft. Built Up of commercial space <= 0.2.5	0.5 Mark												
Transport Expert	Post-graduate degree/diploma in relevant discipline	8 years	<p>Top four (Size wise) similar projects in the Transport Sector in the past 10 (Ten) years preceding the PDD will be considered and maximum 08 marks shall be awarded. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.</p> <p>The bidder shall be awarded 02 additional marks for one Metro Project in the last 10 years preceding the PDD up to a maximum of 02 Marks.</p> <table border="1"> <thead> <tr> <th>Each Project Size</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>> 200 Cr.</td> <td>2 Marks</td> </tr> <tr> <td>100 Cr. < Project Cost <= 200 cr</td> <td>1 Mark</td> </tr> <tr> <td>50 Cr. <Project Cost <= 100 cr</td> <td>0.5 Mark</td> </tr> </tbody> </table>		Each Project Size	Marks	> 200 Cr.	2 Marks	100 Cr. < Project Cost <= 200 cr	1 Mark	50 Cr. <Project Cost <= 100 cr	0.5 Mark	10
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50 Cr. <Project Cost <= 100 cr	0.5 Mark												
Engineering Expert	Degree in Civil Engineering	8 years	<p>He should have worked on BOQ/ Cost Estimates of Projects. Top four (Size wise) similar projects in the Transport Sector in the past 10 (Ten) years preceding the PDD will be considered and maximum 08 marks shall be awarded. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.</p> <p>The bidder shall be awarded 02 additional marks for one Metro Project in the last 10 years preceding the PDD up to a maximum of 02 Marks.</p>		10								

			<table border="1"> <tr> <td>Each Project Size</td> <td>Marks</td> </tr> <tr> <td>> 200 Cr.</td> <td>2 Marks</td> </tr> <tr> <td>100 Cr. < Project Cost <= 200 cr</td> <td>1 Mark</td> </tr> <tr> <td>50 Cr. <Project Cost <= 100 cr</td> <td>0.5 Mark</td> </tr> </table>	Each Project Size	Marks	> 200 Cr.	2 Marks	100 Cr. < Project Cost <= 200 cr	1 Mark	50 Cr. <Project Cost <= 100 cr	0.5 Mark	
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50 Cr. <Project Cost <= 100 cr	0.5 Mark											
Legal Expert	Bachelor's Degree in Law	8 years	<p>He should have worked as a legal expert in Top five (Size wise) similar PPP projects in the past 10 (Ten) years in the Transport Sector preceding the PDD will be considered and maximum 10 marks shall be awarded. Projects like Roads, Railways, City Buses, BRTS, Light Rail, Monorail, Suburban Rail and Metro will be considered under the Transport Sector.</p> <table border="1"> <tr> <td>Each Project Size</td> <td>Marks</td> </tr> <tr> <td>> 200 Cr.</td> <td>2 Marks</td> </tr> <tr> <td>100 Cr. < Project Cost <= 200 cr</td> <td>1 Mark</td> </tr> <tr> <td>50 Cr. <Project Cost <= 100 cr</td> <td>0.5 Mark</td> </tr> </table>	Each Project Size	Marks	> 200 Cr.	2 Marks	100 Cr. < Project Cost <= 200 cr	1 Mark	50 Cr. <Project Cost <= 100 cr	0.5 Mark	10
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> 200 Cr.	2 Marks											
100 Cr. < Project Cost <= 200 cr	1 Mark											
50 Cr. <Project Cost <= 100 cr	0.5 Mark											

B) Presentation

Sr. No.	Assessment Criteria	Evaluation Rating Scheme	Max. Marks
1	Presentation of Bid Proposal	<p>a. Understanding of PMRDA and PML4 and PML5 (20% weightage);</p> <p>b. Understanding of ToR (20% weightage);</p> <p>c. Acceptability and detailing of methodology and work plan (40% weight);</p> <p>d. Presentation Skills (20%)</p> <p>The Key Personnel proposed to be deployed by the Bidder should be present for the Presentation. The presentation need not be submitted with the bids. All Key Personnel are required to remain present for the presentation in PMRDA's Office and furnish their ID cards. Furthermore, in case three more than three Key Personnel are absent, 20% of the marks allotted for Presentation shall be deducted.</p>	40 Marks

Total Marks - 100

Each Technical Bid will be assigned a technical score (Tn) out of a maximum of 100 points. Bidders with a total technical score of 65% and above will be deemed to be technically qualified and will qualify for the financial bid opening and further commercial process.

Even if the Bidder, prima facie, meets the above qualifying criteria, they can be disqualified if they have made misleading or false representations in the statements/ attachments submitted in proof of the qualification requirements

and/or

evidence or records of poor performance such as abandoning the services, not properly completing the contract, inordinate delays in completion, litigation history or financial failures and other things as may be solely determined by the PMRDA.

3.3. Financial Evaluation:

1. The Financial Bids of only those Bidders who qualify in the technical evaluation will be opened. All other Financial Bids will not be opened.
2. The Financial Bids of the technically qualified Bidders will be evaluated as per the evaluation criteria mentioned below.
3. The lowest evaluated financial proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other financial proposals will be computed as per formula for determining the financial scores given below:

$F_n = 100 \times F_{min} / F_b$, where,

F_n = normalized financial score for the Bidder under consideration

F_b = absolute financial proposal of the Bidder under consideration

F_{min} = lowest evaluated financial proposal by any Bidder

3.4. Combined and Final Evaluation

- 3.4.1. Proposals will be ranked according to their combined technical (Tn) and financial (Fn) score using ‘ weights

$T = 0.80$ the weight given to the technical proposal;

$P = 0.20$ the weight given to the financial proposals; where, $T+P = 1$

The combined technical and financial $S = T_n \times T + F_n \times P$

- 3.4.2. The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in this RFP, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Legal Expert, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Legal Expert shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Legal Expert, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of the Authority in relation to any matter concerning the Project;
 - b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

5.1.Pre-Proposal Conference of the Applicants shall be convened as follows:

Date: 18/09/2023

Time: 12:00 HRS

Place: PMRDA, 4th floor, Maharaja Sayajirao Gaikwad Udyog Bhawan, Aundh, Pune - 411 067

Link for Online Joining of Pre-Proposal Conference: <https://meet.google.com/tuw-gwhf-wip>

5.2.During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3.** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4.** All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5.** The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 6.6. Default**
- If the Consultant i) has abandoned the Agreement; or ii) is not executing the Services in accordance with the Agreement or is persistently or flagrantly neglecting to carry out his obligations under the Agreement then PMRDA, after giving seven (7) days' notice in writing to the Consultant, may expel the Consultant from the premises without thereby releasing the Consultant from any of his other obligations or liabilities under the Agreement.
- 6.7. Bankruptcy**
- PMRDA may at any time by notice in writing summarily terminate the Agreement without compensation in any of the following events.
- a) If the Consultant shall at any time be adjudged bankrupt, or shall have a receiving order or order for administration of his estate made against him or shall instigate any proceedings for liquidation or composition under the relevant legislation for the time being in force, or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors, or purport so to do;

or

- b) If the Consultant, being a company, shall pass a resolution, or the court shall make an order for the liquidation of its affairs, a receiver on behalf of the creditors shall be appointed. Provided always that such determination shall have no prejudice or affect any right of action or remedy, which shall have, accrue thereafter to PMRDA.

6.8. Consultant Obligations

- 6.8.1. Consultant shall use its reasonable endeavors to ensure that it is available at all agreed times on reasonable notice to provide such assistance or information as PMRDA may require from time to time. Unless specifically authorized by PMRDA in writing, Consultant shall not:
- (i) Have any PMRDA to incur any financial claim in the name of or for the account of PMRDA; or
 - (ii) Hold itself out as having PMRDA to bind PMRDA,
 - (iii) And upon any such written authorization by the PMRDA, Consultant shall limit itself solely to the matters set forth therein.
- 6.8.2. Any acts done by Consultant without specific authorization or beyond the authorization provided by PMRDA will not bind PMRDA in any manner, and Consultant alone shall remain liable to any such unauthorized act.
- 6.8.3. Consultant shall have obtained or made, as the case may be, any such consents or approvals or filings or registrations with any third party as are necessary in connection with the performance of Consultant 'obligations under this Agreement.
- 6.8.4. Consultant shall comply with all reasonable applicable standards of health, safety and shall comply with all applicable laws in connection therewith. Consultant shall also comply with PMRDA's health and safety procedures, code of conduct and business ethics from time to time in force to the extent applicable to the Services. Consultant shall immediately report to the PMRDA any unsafe working conditions or practices.
- 6.8.5. PMRDA may require Consultant to, and Consultant shall, cooperate with any other person in relation to the provision of the Services subject to confidentiality undertakings acceptable to Consultant.
- 6.8.6. PMRDAs may require Consultant to, and Consultant shall, attend meeting with any other persons in relation to the provision of the Services.
- 6.8.7. The Consultant shall ensure that its personnel serving the PMRDA has not rendered or performed any service to any party, which may result in a potential conflict with discharge of their obligation under this Agreement or in relation to the provision of the Service.

Schedule I - Terms of Reference

1. General

- 1.1. The Pune Metropolitan Region Development Authority constituted vide notification no. PMRDA/3316/CR 54/UD-7, dated July 11, 2016 issued pursuant to sub-section (1) of section 3 of the Maharashtra Metropolitan Region Development Authority Act, 2016 and section 42A, 42C and 42F of the Maharashtra Regional and Town Planning Act, 1966, and having its office at Survey No. 152, 153, Maharaja Sayajirao Gaikwad, Udyog Bhavan, Aundh, Pune, 411067, Maharashtra, India (hereinafter referred to as the “PMRDA” or the “Authority”). The PMRDA has awarded the contract for development of 23.203 km Pune Metro Line 3 Project on Public Private Partnership basis under the Design Build Operate Finance and Transfer model.
- 1.2. The Maharashtra Metro Rail Corporation (hereinafter referred to as the “Maha-Metro”) incorporated in the year 2016 is a 50:50 jointly owned company of Government of India and Government of Maharashtra has undertaken the development of Pune Metro Line 1 and Line 2 on Engineering-Procurement-Construction basis. Certain lengths of both these lines are operational and the construction works of the remaining length is under progress.
- 1.3. Further, the Government of Maharashtra has established a Pune Unified Mobility Transport Authority (hereinafter referred to as “PUMTA”) chaired by the Divisional Commissioner, Pune Division as a nodal agency to decide/ recommend the State Government, on transport related matters amongst various agencies with regards to collaboration, coordination and integration between various transport initiatives in the Pune Metropolitan Region.
- 1.4. The PMRDA has received the Detailed Project Report (“DPR”) for the Pune Metro Line 4 – Shivajinagar to Loni Kalbhori and spur to Saswad and Swargate from the Delhi Metro Rail Corporation (the “DMRC”). Further, the Maha-Metro has undertaken the activity of preparation of Detailed Project Report (“DPR”) for the Pune Metro Line 5 (Khadakwasla to Kharadi and spur thereof). The stretch from Swargate-Pulgate-Hadapsar (Magarpatta) is common between the two Metro Lines.
- 1.5. In order to address the issue of development of the overlapping length of PML4 and PML5 stretch, the PUMTA in its meeting directed PMRDA to appoint a Transaction Advisor(TA).

2. Objective:

The objective of this Consultancy (the “Objective”) is -

2.1. Part A - Pre-Feasibility Report:

evaluate modality of development of the Metro Line 4 and Metro Line 5 or its reduced length in a manner which ensures

- (a) financial feasibility
- (b) optimising the risk of the Government
- (c) convenience for citizens (fare, interchanges etc.)

2.2. Part B - Transaction Advisory Services:

to procure transaction related advice for the length so selected for undertaking the same on PPP basis, appraisal of the existing DPRs, conducting real estate market assessment, develop a Revenue Model, undertake a financial appraisal, prepare tender papers, assist in the bidding process and award of the Project, providing support during condition precedent period (collectively the “Consultancy”) in a manner which ensures:

- (a) participation by the best available private entities in the bidding process;
- (b) financing of the capital cost by the Concessionaire; and
- (c) optimising the revenue potential and bankability of the Project

3. Scope of Services:

3.1. Part A - Pre-Feasibility Report:

- 3.1.1. appraisal of both the DPRs (review technology, design, cost and ridership estimates), developing revenue model and evaluate the feasibility of development of Pune Metro Line 4 and/ or Pune Metro Line 5 or reduced lengths of the these Metro Rails on Public Private Partnership mode
- 3.1.2. Make a combined recommendation to the Authority wherein recommendation regarding development of the entire length (both PML4 and PML5) in totality or in parts either on PPP/ EPC mode is mentioned.

3.2. Part B - Development of one line / reduced length on PPP basis:

- 3.2.1. If the feasibility for undertaking either of the lines or reduced length on PPP mode is found, the TA shall undertake the entire Transaction Advisory Services for the said metro line including the work of preparation of Concession Agreement, technical schedules, draft tender papers, bid process management, issuance of Work Order and completion of Conditions Precedent (the details of Transaction Advisory Services are elaborated in Clause 3.3. of this ToR).
- 3.2.2. If the feasibility is not found on either of the said lines or for any reduced length, the Contract shall stand terminated and costs to the extent of Part A as explained in Clause 23 of the Terms of Reference shall be payable to the Consultant.
- 3.2.3. If feasibility is found for both the lines or for reduced lengths of both the lines, the Consultant shall undertake Transaction Advisory Services for both the Metro Lines or their reduced lengths as per the approval/ directions/ recommendations given by the State Government through PUMTA.

3.3. Scope of Transaction Advisory Services (partially applicable to Part A and fully applicable to Part B):

- 3.3.1. The Consultant shall be guided in its assignment by the Model Concession Agreement (the “MCA”)and the Manual of Specifications and Standards for Metro Rail Projects published by Planning Commission, Government of India (the “Manual”) and the Concession Agreements of other PPP Metro Rails in the country (the Mumbai Metro Line 1, the Hyderabad Metro and the Pune Metro Line 3)
- 3.3.2. The Consultant shall be responsible for preparing the relevant Schedules of the Concession Agreement and for bringing out any special feature or requirement of the Project referred to in the Concession Agreement or the Manual.
- 3.3.3. The Consultant shall assist the Authority by furnishing clarifications as required for the structuring, documentation and award of the Project.

- 3.3.4. The Consultant shall also participate in the pre-bid conferences with the Bidders of the Project and assist the Authority in clarifying the financial and other aspects related to the project.
- 3.3.5. The Consultant shall make available the Key Personnel to attend and participate in meetings, conferences and discussions with the Authority/ Concessionaire/ other Government bodies and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time.
- 3.3.6. The Consultant shall assist the Authority during the Conditions Precedent period of the Concession Agreement.
- 3.3.7. evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercial, legal and capital structuring, especially with reference to Applicable Laws;
- 3.3.8. review technology, design and cost estimates contained in the Detailed Project Report and submit a detailed report on the review of the DPR;
- 3.3.9. conduct market demand assessment of real estate component in the project as well as identify land required for monetization or any other purpose;
- 3.3.10. collection, compilation and analysis of relevant financial data relating to all costs (including taxes - both construction and operations) and revenues (both farebox and non-farebox);
- 3.3.11. prepare a reasonable estimation of the likely direct and indirect revenues, covering user charges, real estate linked revenues, advertisement revenues etc;
- 3.3.12. prepare a comparative for different models being exercised by different Authorities based on best practices elsewhere;
- 3.3.13. assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
- 3.3.14. facilitate the Authority in conducting workshop of key stakeholders including the financiers for better understanding of structure and risk analysis;
- 3.3.15. assist the Authority and selecting the best alternative based on all the risks put together;
- 3.3.16. identification and quantification of estimated financial impact covering fiscal commitments and contingent liabilities (FCCL) of the Project on Authority and government resources;
- 3.3.17. development of various possible alternatives for revenue maximisation and preparation of Revenue Model for the Project;
- 3.3.18. advising on tax-related and legal issues arising out of the Project structuring;
- 3.3.19. prepare and draft the Concession Agreement; the Consultant shall prepare the Concession Agreement including the relevant Schedules of the Concession Agreement including Technical specifications;
- 3.3.20. while drafting the CA, the Consultant shall evaluate and compare the Model Concession Agreement (Planning Commission) as well as the Concession Agreement of Reliance-MMRDA Metro, Hyderabad Metro, PML3;
- 3.3.21. preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities; and
- 3.3.22. prepare Bid documents (RFQ and RFP);
- 3.3.23. assist the Authority in the entire bidding process including replying to various queries raised by the bidders, amendments to RFP and draft CA (CSC and CSD), technical evaluation of bids received, opening of financial and technical envelopes, issuance of LOA up to the signing of the Concession Agreement

- 3.3.24. assist the Authority during the Conditions Precedent period after signing the Concession agreement with the Concessionaire;
- 3.3.25. All works of the Concessionaire should be in line with the guidelines of the Central and State Government including but not limited to the New Metro Rail Policy, 2017, the VGF Guidelines, Technical Guidelines as issued by various Ministries in relation to Metro Rail;
- 3.3.26. The Consultant shall assist in the VGF process including preparation of documents, formats and annexures to be submitted to the Central Government (in hard copies) and drafting of answers to the queries raised by various Ministries;
- 3.3.27. Attend meetings in PMRDA, Mantralaya (Mumbai), various Ministries and Departments in New Delhi, visit to Hyderabad and Mumbai in the respective PPP projects;
- 3.3.28. Prepare various strategy presentations/ concept notes as sought by the Authority from time to time;
- 3.3.29. In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto. The services to be rendered by the Consultant are briefly explained in the later points.
- 3.3.30. The Consultant shall also consider proposals of double decker flyovers proposed by various Government agencies along the alignment and shall recommend whether such double decker flyovers will lead to variation in ridership estimates. The scope includes traffic & passenger surveys – willingness Survey for this proposed double decker flyovers.
- 3.3.31. The consultant will be required to assess on the requirement of real estate to make the Project feasible and shall provide necessary justifications for the same. Furthermore, after such a requirement is established the Consultant shall propose various land parcels / real estate so that Authority can initiate the land acquisition process. Although the Real Estate Assessment Report has been removed as a separate deliverable, the Consultant shall consider all financial implications of the same in the Reports.

4. Transaction Advisor

The Consultant shall be responsible for review of the financial parameters and examination of the viability of the Project. The Consultant will also render advisory services for preparation of Concession Agreement, Bid documents (RFQ and RFP) including the relevant Schedules of the Concession Agreement and in conducting the bidding process for selection of the Concessionaire for the project. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During interaction with the bidders and stakeholders, the Consultant shall assist the Authority in responding to all queries satisfactorily and within the specified time. The Consultant shall render advisory services up to the signing of the Concession Agreement and assist during the conditions precedent period of the Concession Agreement.

5. Review of the Detailed Project Report

The Consultant shall review the Detailed Project Report for the PML4 prepared by DMRC and PML5 DPR prepared by UMTC and comment on the technical aspects of the Project. The review will cover assessment of the scope of the Project in accordance with the identified service need; assess the technical feasibility covering output specifications, appropriateness of technology,

technical and operation practicality, life cycle costs for major components and other matters related to the technical aspects of the Project and recommend areas of improvement

6. Review of costs

The Detailed Project Report, along with the Manual and the Concession Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Concessionaire. The Consultant shall review and comment on the cost estimates contained in the Feasibility Report. He shall ensure that appropriate provisions have been made for physical and price contingencies, financing costs, interest during construction, etc. The Consultant shall also make a broad assessment of O&M expenses to be incurred by the Concessionaire during the entire Concession period based on standards and specifications laid down in the Manual. The Consultant shall also make an assessment of costs to reasonably exploit the real estate potential of the Project towards improving the financial viability of the project.

7. Estimation of revenues from real estate and other sources

7.1. The Consultant shall evaluate the available data and information with a view to preparing a reasonable estimation of the likely revenues of the concessionaire from the user fees likely to be collected from the Project and from other sources of revenue like real estate development, advertisement revenue etc.

7.2. The Consultant shall conduct a detailed assessment of market potential of the real estate component in the Project. The market assessment shall contain the following details with respect to the micro and macro market covering all real estate sectors via – residential, commercial, mixed, hospitality & others.

- The Consultant shall study the existing real estate scenario and outlook for the city and the site in specific. All the macro and micro markets with specific reference to the site location shall be covered in the study. The following are the minimum expected outcomes expected
- Demand and supply analysis for all the real estate sectors and projections for the short, medium and long term for the city as well as for the project influence area
- Micro space supply characteristics in the project influence area and in the city in general
- Absorption and vacancy rates in the project influence area
- The Consultant shall carry out a study of the pricing profile for real estate sectors in the city and the project influence area in particular and bring out the following characteristics
- Price trend for various real estate sectors in the city as well in the project influence area covering lease values, capital values as well as innovative pricing models.
- Relationship of the price trend with the demand and supply of real estate space in the project influence area
- Pricing strategy for the project
- Sale v/s lease preferences
- The Consultant shall carry out the best use identification study for the project based on the demand and supply analysis and recommend the development or product mix for the project to maximize revenue realizations.
- The Consultant shall assess the legal feasibility and regulatory requirements for including such revenues for the Project and propose various options for optimising such revenues.

8. Prepare the Concession Agreement

The Consultant shall draft the Concession Agreement and Schedules thereof including technical schedules etc.

9. Impact of Project on Government Resources

The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Central / State Governments and the Authority. The Consultant shall make an assessment of the direct and indirect Fiscal Commitments and Contingent Liabilities (FCCLs) that may arise from the Project based on the risk sharing arrangements with the Concessionaire proposed in the Project.

10. Development of Revenue Model

The Consultant shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall prepare the Revenue Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. (the "Revenue Model"). This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

11. Project Appraisal

Based on the parameters specified in the draft Bid Documents as well as the Revenue Model, the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project, its financial viability, its social and economic benefits and fiscal impact on the Authority. The Consultant shall work out the financial viability of the Project with a view to estimating the likely IRR over a concession period of 15 (fifteen) years, 20 (twenty) years, 25 (twenty-five) years and 30 (thirty) years, 35 (thirty five) years, 40 (forty) years and 45 (forty five) years. The Consultant shall review the DPR, and MCA for Metro Projects to estimate the capital costs, O&M costs, revenues etc. and prepare a financial appraisal report for the Project (the "Appraisal Report")

12. Assistance in the RFQ process

The Consultant shall prepare the RFQ document for project-specific purposes. The Consultant shall also assist the Authority in the pre-qualification process. The Authority intends to pre-qualify and short-list bidders on the basis of the response to the RFQ document.

13. Assistance in preparation of Bid Documents

13.1. The Consultant shall work closely with the Authority, its legal advisers and technical consultants for preparation of RFP and CA. Bid documents would include the draft Concession Agreement and the Feasibility Report. Bids to be submitted by the bidders shall be based on the aforesaid Bid Documents.

13.2. The Consultant shall prepare the Information Memorandum and related documents for the purpose of dissemination of relevant information to the bidders.

14. Assistance in the Bid Process

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings and assisting Authority or its advisors in answering questions or issuing clarifications. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

15. Assistance in selection of the preferred bidder

The Authority intends to select the preferred bidder on the basis of the Proposals received from pre-qualified bidders. Only financial proposals will be invited as part of the Bidding Process. The

Consultant shall assist the Authority in evaluating the proposals and in engaging with the selected bidder till execution of the Concession Agreement.

16. Rendering advisory services

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time. The Consultant shall be responsible primarily for providing advice relating to financial, technical, legal and regulatory issues arising from or during the course of the bidding process and the documents relating thereto.

17. Legal, Tax and insurance-related Matters

17.1. During the course of the Consultancy, the Consultant may be called upon to advise on legal, tax and/or insurance related issues affecting the Project. The Authority intends to provide real estate exploitation rights to the Concessionaire to improve the financial viability of the Project. The Legal Expert of the Consultant will need to review the relevant laws and regulations and advise on legal and regulatory matters that may impact the grant of such right or support for the Project.

17.2. The Consultant shall also review the related laws and regulatory requirements and comment on the modalities of levy of user charges, grant of revenue rights with respect to station development, real estate exploitation, advertisement rights etc.

18. Specific Requirements for the Project

18.1. The Consultant shall advise the Authority on the various sources of direct and indirect government support measures that may be utilized for improving the financial viability of the project. Direct Government support measures may include grants, viability gap funding (VGF), availability payments, operational support etc. and indirect government support may include incentives like real estate development, additional floor space index, advertisement rights etc. The Consultant shall make an assessment of all such support measures for the Project and propose the Revenue Model. The Consultant shall support the Authority in making applications and obtaining grants from relevant authorities including state and central government authorities for the Project.

18.2. The Consultant shall make an assessment and indicate the value of Contingent Liabilities emerging from the Project in event of grant of guarantees like minimum revenue guarantees, take or pay guarantees, risks from force majeure and termination etc.

18.3. The Consultant shall make a detailed assessment of Risks that may emerge from the Project to the Authority and suggest mitigation measures for managing the risks.

18.4. The Consultant shall assist the Authority in making application to Government authorities if viability gap financing (VGF) is required for the Project. The assistance shall include preparing the application, presentations, attending meetings along with the Authority, etc. for making the application and representing it to the Government Authorities.

19. Assistance during the Conditions Precedent period

The Consultant will deploy two professionals with requisite qualification (one with MBA and second with Post Graduation in Urban/ Transportation Planning) and over five years of experience on a full-time basis with the Authority to provide assistance during the Conditions Precedent period. The deployment shall begin from the date of signing the Concession Agreement with the Concessionaire to the date of completion of the Conditions Precedent period of the Concession Agreement or as a period decided by the Authority. The assistance will include support in all activities related to the

scope of work of the Authority in the Concession Agreement, support in follow-ups with the Concessionaire, appointment of Independent Engineer etc. During this period, the Key Personnel of the Consultant may be called upon by the Authority to advise on matters related to the Concession Agreement, if any.

20. Scope not exhaustive

The Scope of Services specified in this Paragraph are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to appraise the project financially, technical review of DPR, prepare the Revenue Model and successfully complete the bid process for the Project and provide assistance during the Conditions Precedent period.

21. Hard Copies:

The Consultant will be required to make every submission in 10 hard copies (color) and soft copies thereof (deliverables, Presentations etc.)

22. Iterative Process

The Consultant notes that this activity will be an iterative process considering the dynamic nature of the assignment and therefore the Consultant will be asked to make revised submission as per discussions in meetings. No additional payment will be made in case of revisions to the same documents.

23. Deliverables and Payment Schedule:

23.1. In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 10 (ten) hard copies and soft copies of all the Reports mentioned herein below shall be submitted to the Authority.

23.2. The schedule for completing the Deliverables shall be determined by the maximum number of weeks from the Effective Date of the Agreement (the “Key Dates” or “KD”). Time schedule for important Deliverables of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Part A			
Key Date No.	Description of Deliverables	Week No. from date of Work Order	Payment
KD1	Inception Report	T + 3	5%
KD2	Pre-Feasibility Report of undertaking PML4 on PPP basis A) Detailed Review Report of DPR B) Final Revenue Model (FBR and NFBR) and Appraisal Report	T + 8	15%
KD3	Pre-Feasibility Report of undertaking PML5 on PPP basis A) Detailed Review Report of DPR B) Final Revenue Model (FBR and NFBR) and Appraisal Report	T + 8	15%
KD4	Combined Proposal	T + 8	5%
Total (Part A)			40%
Part B			

Key Date No.	Description of Deliverables	Week No. from date of Work Order	Payment
KD5	Drafting the RFQ document	T + 12	5%
KD6	Conducting the RFQ process – Deliverable – Applicant Shortlisted		10%
KD7	Draft of Concession Agreement including Technical Schedules	T + 14	5%
KD8	Drafting the RFP document	T + 16	5%
KD9	Assistance in conducting the Bid Process for selection of Concessionaire – Deliverable – Preferred Bidder identified	As and when it happens	20%
KD10	On signing of Concession Agreement by Authority with Concessionaire	As and when it happens	10%
Total (Part B)			55%
Part C -			
Key Date No.	Description of Deliverables	Week No. from date of Work Order	Payment
KD11	On Declaration of Appointed Date	As and when it happens	5%

24. Meeting

- 24.1. The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the Selected Bidder and the Concessionaire. The Consultant shall be required to attend meetings at Delhi, Mumbai etc.
- 24.2. The Authority may, in its discretion, require the Consultant to participate in extended meetings and/or work from the offices of the Authority and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

25. Consultancy Team

- 25.1. The Consultant shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. Financial Expert shall be the leader of the Consultancy Team. The Key Personnel would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary. The Key Personnel shall not delegate its responsibilities except with the prior written approval of the Authority.
- 25.2. The Consultant shall mobilise and demobilise its Professional Personnel with the concurrence of the Authority and shall maintain a record of the working of all Personnel

26. Reporting

- 26.1. The Consultant shall electronically and by mail, submit fortnightly progress report on the Consultancy, which will cover details of the tasks planned for the fortnight, progress on the tasks, coordination with the Authority, deployment of Key Personnel and issues related

to the progress of the Consultancy including support required from the Authority for smooth implementation of the Consultancy.

- 26.2. The Consultant will work closely with the Authority and any other agency as directed by the Authority. A designated Officer of the Authority 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.
- 26.3. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 26.4. The Consultant will make a presentation on the inception report for discussion with the Authority at a meeting. This will be a working document. The Consultant is required to prepare and submit a fortnightly 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.
- 26.5. Regular communication with the Authority is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, and occasional meetings.
- 26.6. The Deliverables will be submitted as per schedule provided in this RFP

27. Documents to be made available by the Authority:

The Authority shall provide to the Consultant the Detailed Project Report for both the lines prepared for the Project; Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant

28. Completion of Services in Phases

- 28.1. All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft as well as hard form. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy for each Phase shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant for that Phase. Unless completed earlier, the Services for each Phase shall be deemed completed and finally accepted by the Authority and the Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the Deliverable unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 24 months from the Effective Date, unless extended by mutual consent of the Authority and the Consultant
- 28.2. The Consultant shall be paid on a lump sum basis for the services provided under the Consultancy contract. No additional payment will be made to the Consultant beyond the Lumpsum Payment agreed in the Consultancy Agreement despite increase in tenure of scope of the consultancy.

29. Substitution of Key Personnel:

- 29.1.** The Key Personnel proposed and submitted by the Consultant in this bid cannot be changed by the Consultant during the tenure of the Contract without prior approval of Metropolitan Commissioner, PMRDA.
- 29.2.** Any such change shall attract a penalty of 10% of the payment due to the Consultant for the remaining duration of the Contract.
- 29.3.** A maximum of 1 such change per year shall be allowed during the course of the Consultancy Services, failing which the Authority may terminate the Contract or charge an additional penalty of 10% of the payment due to the Consultant for the remaining duration of the Contract.
- 29.4.** Furthermore, the Authority shall interview the revised Key Personnel proposed by the Consultant and only after satisfaction of the Authority, such substitution of Key Personnel shall be allowed. Also, the Consultant must propose a candidate with a better CV.

30. Substitution of Manpower if sought by the Authority:

- 30.1.** PMRDA may, in its sole discretion, may ask the Consultant to provide alternate manpower (Key Personnel and Support Staff) if it believes that the said manpower is not able to perform to the extent of PMRDA's satisfaction.
- 30.2.** The PMRDA shall give a 3 months notice for replacing the concerned manpower (Key Personnel / Support Staff).
- 30.3.** Such substitution under this Clause shall not attract any penalty.

Schedule II - Draft of Agreement for appointment of Transaction Advisor

AGREEMENT

Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be Implemented on the Public Private Partnership Mode

THIS AGREEMENT is entered into at Pune on this __th day of Month, Year.

BY AND BETWEEN

1. Pune Metropolitan Region Development Authority constituted vide notification no. PMRDA/3316/CR 54/UD-7, dated July 11, 2016 issued pursuant to sub-section (1) of section 3 of the Maharashtra Metropolitan Region Development Authority Act, 2016 and section 42A, 42C and 42F of the Maharashtra Regional and Town Planning Act, 1966, and having its office at Survey No. 152, 153, Maharaja Sayajirao Gaikwad, Udyog Bhavan, Aundh, Pune, 411007, Maharashtra, India. (hereinafter referred to as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2. CONSULTANT <<<<>>>>

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Consultant (hereinafter called the "Consultancy") for Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be Implemented on the Public Private Partnership Mode.
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____(the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1. Definitions and Interpretation

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) Deleted
- (b) "Agreement" means this Agreement, together with all the Annexes;
- (c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- (d) "Applicable Laws" 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;
- (e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) "Dispute" shall have the meaning set forth in Clause 9.2.1;

- (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (j) “Government” means the Government of India or Government of Maharashtra as the case may be;
- (k) “INR, Re. or Rs.” Means India Rupees;
- (l) Deleted
- (m) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) “Personnel” means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof and shall include the Key Personnel and the Support Staff;
- (o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (p) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- (r) “Third Party” means any person or entity other than the Government, the Authority or the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the propriety in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

The Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language;

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority: provided that notices or other communications to be given to an address outside Pune may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Pune it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

1.8.1. The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.8.2 The deployment of the Personnel shall be as described in the RFP. Furthermore, the Key Personnel who are not required to work from PMRDA's Office, may be asked to spend certain man-hours at the offices of the Authority or the Concessionaire or attend meetings in Delhi, Mumbai etc. and the Consultant agrees and undertakes to provide such services without any unreasonable delay and without any additional cost.

1.9. Deleted

1.10 Authorised Representatives

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Tel: _____ Mobile: _____ Fax: _____ Email: _____

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be

Tel: _____ Mobile: _____ Fax: _____ Email: _____

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. Furthermore, the Consultant shall bear the costs payable including the stamp duty required for registration of this Agreement.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) week's notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination..

2.4. Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) upon the expiry of 2 (two) years from the Effective Date, Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder. Furthermore, the Contract may be extended after agreement in writing by both the Parties wherein the terms and conditions will remain same and total cost of tender will remain same. Amount of tender will not extend beyond Administrative/ Bid Value.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to formed part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

- (a) For the purpose of this Agreement, “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 disorder, earthquake, fire, explosion, epidemic, 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 agents or employees, nor
 - 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 Agreement, 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 Agreement

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 Agreement 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 Agreement.

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 14 (fourteen) days following the occurrence of such event,

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 Agreement, 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. Payments

During the period of its inability to perform the Services as a result of any event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6.Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of any event of Force Majeure, 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 of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 15 (fifteen) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading,

- (f) 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 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30(thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Cause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) 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 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Causes 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Cause 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, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Causes 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c) Deleted

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE Consultant

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein conformity with the time schedule stated therein.

3.1.3. Applicable Laws

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

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate there of and any entity affiliated with the Consultant, shall be disqualified from providing services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 6 (six) months from the commencement of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the right of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the Purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or others or other professionals or suppliers,

customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority.

All documents/ reports. presentations/ emails submitted by the Consultant to the Authority shall be bound by the provisions of this Clause.

Notwithstanding the aforesaid, the Consultant and all its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and the Personnel or becomes a part of the public knowledge from a source other than the Consultant and the Personnel or either of the;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 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 6.1.2 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, whichever of (a) or (b) is higher.

3.4.4 The limitation of liability specified in Clause 3.4.3 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.

3.5 Accounting, inspection and auditing:

The Consultant shall:

- (a) Keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principle and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

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

- (a) Appointing such members of the professional personnel as are not listed in Annex-2;
- (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 Authority 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 Agreement; or
- (c) any other action that is specified in this Agreement.

3.7. Reporting obligations

3.7.1. The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.7.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority.. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 All plans, presentations, notes, specifications, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10. Providing access to Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted by it. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/ investigations.

4. Consultant'S PERSONNEL

4.1.General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel

4.2.1. The designations, names and other particulars of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.2.2 Deleted

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3. Approval of Personnel

4.3.1 The professional personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other professional personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as professional personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4. Substitution of Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant. Such substitution shall be limited to not more than one Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Substitution of the Personnel shall be governed by the provisions of the Terms of Reference

4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the RFP/ Agreement, and the Consultant's remuneration shall be deemed to cover these items.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) 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.

5.2 Changes in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.3. Payment

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

6. PAYMENT TO THE Consultant

6.1. Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rs),

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall additional payments.

6.2. Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3. Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 of this Agreement, and Clauses 23 of the TOR.
- (b) No payment shall be due for the Next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
- (c) The Authority shall pay to the Consultant, only the undisputed amount.

- (d) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (e) The final payment under this Clause shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- (f) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

- 7.1.1. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 2% (two per cent) of the Bid Value (the “Performance Security”).
- 7.1.2. The Consultant shall have an option not to provide Performance Security in the form of a bank guarantee or cash deposit contained in Clause 7.1.1. As and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 2% (two per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause
- 7.1.3 The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts Withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.4 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee of this Agreement.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error

In case any error is detected in the reports submitted by the Consultant and such error is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or force recovery of liquidated damaged specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable settlement

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

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with

reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Metropolitan Commissioner, PMRDA and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not 'take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Pune and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

PMRDA

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

ANNEXURES TO THIS AGREEMENT -

ANNEX I - TERMS OF REFERENCE

ANNEX II - DEPLOYMENT OF PERSONNEL

ANNEX III - PAYMENT AND DELIVERABLES

APPENDIX – I [TECHNICAL BID {Part of e-Envelope A}]

Form No.	Contents
Form-1	Letter of Proposal
Form-2	Particulars of the Bidder
Form-3	EMD Declaration
Form-4	Power of Attorney for Signing of Bid
Form-5	Particulars of Key Personnel
Form-6	Abstract of Eligible Assignments of the Key Personnel
Form-7	Curriculum Vitae of the Key Personnel
Form-8	Format for Declaration towards Debarment/ Blacklisting
Form-9	PMRDA Audit
Form-10	Non-Engagement of Middleman
Form-11	Form of Bank Guarantee Bond for Performance Security
Form-12	Initial Filter Criteria

APPENDIX – II [FINANCIAL BID {Part of e-Envelope B}]

Form-13	Format for Financial Bid Covering Letter
Form-14	Format for Financial Bid

Appendix I
Form 1
Letter of Proposal

Date:

To,
Metropolitan Commissioner and Chief Executive Officer
Pune Metropolitan Region Development PMRDA, Pune

Sub: Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5
proposed to be implemented on the Public Private Partnership mode

Dear Sir,

1. With reference to your Bid Document, I/we, having examined the Bid Documents and understood its contents, hereby submit my/our Bid for the award of License. The Letter and the Bid is unconditional and unqualified.
2. I/ We acknowledge that PMRDA will be relying on the information provided in the Bid and the documents accompanying this Bid for qualification of the Bidder(s) for the award of License, and I/we certify that all information provided in the Bid and its Appendices is true and correct.
3. I/We understand that the submission of Bid/offer does not guarantee the award of the said License.
4. I/ We shall make available to PMRDA any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We recognize that PMRDA has the right to accept/reject our bid without assigning any reason. Also, PMRDA has the right to award only Package A or Package-B, without assigning any reason.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by PMRDA;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the Bid Document, in respect of any bid or request for proposal issued by or any agreement entered into with PMRDA;
 - c. I/We hereby certify that we have taken steps to ensure that in conformity with the Bid Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that PMRDA may cancel the Bidding Process at any time and that PMRDA is neither bound to accept any Bid that PMRDA may receive nor bound to invite the Bidders to Bid for the award of License, without incurring any liability to the Bidders, in accordance with the Bid Document.
8. I/ We declare that we /any member of the consortium are not a member of any other consortium submitting a bid for the award of license of this contract.

9. I/We understand that unresponsive bids will be summarily rejected without assigning any reason.
10. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We shall be subjected by the provisions of disqualification in terms of the provisions of the Bid Document; we shall intimate PMRDA of the same immediately.
11. I/we undertake to conduct a regular in-house audit by PMRDA every six (6) months.
12. I/We understand that on account of non-acceptance of LOA or on account of not fulfilling the conditions of the Bid Document, I/We shall be debarred by PMRDA for further participation in the similar future contracts/licenses of PMRDA for a period of five (5) years.
13. The power of attorney for signing of bid and power of attorney for lead member of consortium as per format provided at Packet-A of bid document are also enclosed.
14. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and we understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by PMRDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of License.
16. The techno-commercial/Price Bid has been submitted by me/us after taking into consideration all the terms and conditions stated in the Bid Document, draft License Agreement, my/our estimates of costs and all the conditions that may affect the Bid.
17. I/We agree and understand that the Bid is subject to the provision of the Bidding Documents. In no case, I/We have any claim or right of whatsoever nature if the License is not awarded to me/us or my/our Bid is not opened.
18. I/We agree to keep my/our Bid valid for 120 days from the date of tender opening.
19. I/We agree and undertake to abide by all the terms and conditions of the Bid Document.
20. We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement till the expiry/termination of the License Agreement.

In witness thereof, I/ we submit this Bid along with our Bid under and in accordance with the terms of the Bid Document.

Yours faithfully,

Name and seal of the Bidder.

Date:

Place: (Signature)

Appendix II
Form 2

1	Title of Consultancy:
2	Title of Project:
3	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership): Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business: Principal place of business:</p> <p>Name, designation, address and phone number of authorized signatory of the Applicant:</p> <p>Name, Designation, Address And Phone Number of Directors of the firm:</p> <p>Name: Designation : Company: Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail Address:</p>
4	<p>For the Applicant, state the following information:</p> <ol style="list-style-type: none"> 1. Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No 2. Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No 3. Has the Applicant or any member of the consortium been blacklisted by my Government department/Public Sector Undertaking in the last five years? Yes/No 4. Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No <p>Note: if answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>

Note:

1. This is only a standard form. Details are to be furnished in this format in the form of printed statements, which shall be uploaded in e-Envelope 'A'.
2. The Details as required must be submitted with supporting documents for each of criteria mentioned at each row. Failure to submit details will result in **disqualification**.
3. Bids with alterations shall be attested by the Bidder.

I/We do hereby declare that the entries made are true to the best of my/our knowledge and also that we shall be bound by the acts of my/our duly constituted Attorney.

I/We further understand that in case of any information submitted by me/ us being found to be incorrect either before or even after the award of license, PMRDA will have the right to summarily reject the bid, cancel the License or revoke the same at any time without assigning any reason whatsoever.

(Signature of the Bidder) SEAL Date:

Name:
Address:

Appendix I
Form 3

BID SECURITY/ EARNEST MONEY DEPOSIT

Name of Tender: Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode

We are submitting our Tender for supply of above work/ service. It is accepted that if we withdraw or modify our bids during the period of validity of our Price Bid etc., we will be suspended for a period of five (5) years and we shall not be able to participate in any tender issued by Pune Metropolitan region Development PMRDA, Pune during this period and our EMD will be forfeited.

Signature of the authorized person of the
Tenderer/ Bidder with Seal & Date

Note: Improper and/ or Conditional Declaration or the Declaration signed by any person other than person holding the Power of Attorney will not be accepted and the bid will be summarily rejected

Appendix I

Form 4

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms.(name), ___ son / daughter / wife of _____ and ___ presently residing at ___, who is presently employed with us and holding the position of ___, as our true and lawful attorney (hereinafter referred to as the 'Attorney') to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the license for providing services to PMRDA for which proposals are invited by PMRDA including but not limited to signing and submission of all Bids and other documents and writings, participate in pre bid meeting and other conferences and providing information/ responses to PMRDA, representing us in all matters before PMRDA signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid and generally dealing with PMRDA in all matters in connection with or relating to or arising out of our Bid for the award of License to us and/ or till the entering into of the License Agreement with PMRDA.

AND

We hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the Powers hereby conferred to and shall always be deemed to have been done by us.

IN WITNESS WHERE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____
DAY OF
_____(Month)____(Year).

For _____(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

(Notarized) (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. The Bidder should submit for verification the extract of the charter documents and documents such as a Board or Shareholders' Resolution/ Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder along with bid document at the time of executing the agreeme

Appendix I
Form 5
Particulars of Key Personnel

Sr. No.	Designation Of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. Of Eligible Assignments
					Name Of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

APPENDIX-I
Form-6
Abstract of Eligible Assignment of Key Personnel

Name of Key Personnel :	
Designation of Key Personnel :	
Name of the Project :	
Name of Consulting Firm where employed :	
Description of services performed by the Key Personnel (including designation) :	
Name of Client and Address :	
Name, telephone no. & fax no. Of client's representative :	
Estimated capital cost of project (in Rs. Crore) :	
Start date and finish date of the services (month/year) :	
Brief description of the Project :	

Note :

1. Use separate sheet for each Eligible Assignment.

APPENDIX-I

Form-7

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project Description of responsibilities

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.
(Signature and name of the Professional)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel.

APPENDIX-I

Form 8

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. [Name of the Bidder], hereinafter called “the Legal Consultant”, do hereby affirm and declare that we have NOT been blacklisted/ debarred/ declared ineligible for award of contract by any Government / Government Undertaking/ Semi Government / Govt. Controlled Institutions/ projects in India, during the last five (5) years. Also, we have not rescinded the supply after award of the Contract during the last five (5) years.

In case it is found that the above statement is not true, any time during the effect of this Tender or currency of the contract entered between the parties based on the above statement, PMRDA reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place:

Signature of the Tenderer Date:

Name Designation

Seal of the Company

APPENDIX-I
Form 9

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: _____

I/ We, _____ hereby affirm, after careful study of the Tender Documents, the rights of PMRDA to have an audit in the course of the license period and the result of such audit is binding on us.

Authorized Signatory (Name)

Seal Date:

Place:

APPENDIX-I

Form 10

NON - ENGAGEMENT OF MIDDLEMAN

TO WHOMSOEVER IT MAY CONCERN

Ref: Tender Document No: _____

This is to confirm and certify that I/ We, _____ in the process of bidding this tender, have not engaged any middleman or agency to advance our tender.

Authorized Signatory (Name)

Seal:

Date:

Place

APPENDIX – I

Form 11

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. This deed of Guarantee made this day of (Month & year) between Bank of (Hereinafter called the ‘Bank’) of the one part, and Pune Metropolitan region Development PMRDA, Pune (PMRDA) (hereinafter called ‘the PMRDA’) of the another part.

2. Whereas Pune Metropolitan region Development PMRDA, Pune (PMRDA) has awarded the contract for
.....
.....
(.....). (Hereinafter called the contract) to (Name of the Consultant) hereinafter called the Consultant.

3. AND WHEREAS the Consultant is bound by the said Contract to submit to the PMRDA a Performance Security for a total amount of (Amount in figures and words).

4. Now we the undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the PMRDA the full amount of Rs..... (Amount in figures and Words) as stated above.

5. After the Consultant has signed the aforementioned Contract with the PMRDA, the Bank is engaged to pay the PMRDA, any amount up to and inclusive of the aforementioned full amount upon written order from the PMRDA to indemnify the PMRDA for any liability of damage resulting from any defects or shortcomings of the Consultant or the debts he may have incurred to any parties involved in the Services under the Agreement mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the PMRDA immediately on demand without delay and demur and without reference to the Consultant and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Consultant. The Bank shall pay to the PMRDA any money so demanded notwithstanding any dispute/disputes raised by the Consultant in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid till.....(The initial period for which this Guarantee will be valid must be for at least 42 months).

7. At any time during the period in which this Guarantee is still valid, if the PMRDA agrees to grant a time extension to the Consultant or if the Consultant fails to complete the Services within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the PMRDA and at the cost of the Consultant.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Consultant.

9. The neglect or forbearance of the PMRDA in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the PMRDA for the payment hereof shall in no way relieve the bank of their liability under this deed.

10. The expressions “the PMRDA”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.
11. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees...)
 - (b) This Bank Guarantee shall be valid up to
 - (c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/ We of the bank have signed and sealed this guarantee on the _____ day of
 (Month & year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of Authorized Bank official

Name:
 Designation:
 Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the
 presence of

Witness 1.

Witness 2.

Signature.....
 Name
 Address

Signature.....
 Name
 Address

APPENDIX – I

Form 12

INITIAL FILTER CRITERIA

(On Company's letter head)

S N	Criteria	Yes	No
1	Has the Bidder abandoned any work in the last five years?		
2	Has the Bidder's contract with any organization ever been terminated due to poor performance?		
3	Has the Bidder's performance security for any contract has ever been forfeited in any Government / PSUs/ Metro Railways?		
4	Has the Bidder been involved in frequent litigations in the last five years?		
5	Has the Bidder suffered insolvency/bankruptcy in the last five years?		
6	Has the Bidder been blacklisted by any organization?		
7	Has any misleading information been given in the tender?		
8	Is the Bidder financially not sound to perform the work?		
9	Is the Bidder's net worth negative?		
10	Has the Bidder engaged any Middle men /agent to advance his/her tender ?		
11	Has the Bidder failed to certify that no middlemen has been or will be engaged or that any commission has been or will be paid?		

Note: "Yes" answer to any of the above 1 to 11 points shall disqualify the Bidder. The Bidder should also enclose the following undertaking on Rs.500/- Non-Judicial Stamp Paper duly notarized as per the format given below along with the Technical Bid.

[NON-JUDICIAL STAMP PAPER OF RS.100/- DULY NOTARIZED]

UNDERTAKING FOR INITIAL FILTER CRITERIA

Sub: Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode

- 1 I, Mr./Ms. _____ (Authorized Signatory) on behalf of
(Company's Name) having its registered office at
_____, hereby confirm, declare and undertake that the
information given in the Initial Filter Criteria is true and nothing has been concealed or misrepresented.
- 2 PMRDA is free to verify the information given by the undersigned in the Initial Filter Criteria. If any submission by us is found false or misleading at a later stage, even after completion of the tender process, then PMRDA may annul the award and forfeit our EMD (if any held with PMRDA) and Performance Security (if any available with PMRDA). Further, in such a case, we may be banned for future tenders of PMRDA.

Signature of Authorized Signatory _____

Name of Authorized Signatory _____

Seal of the Authorized Signatory

APPENDIX-II
Form 13

FORMAT FOR FINANCIAL BID (With Covering letter)

To be submitted by the Bidder in a separate Envelope [e-Envelope B]

Date:

To,
Metropolitan Commissioner and Chief Executive Officer
Pune Metropolitan Region Development PMRDA, Pune

Sub: Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5
proposed to be implemented on the Public Private Partnership mode

Sir,

- I/We the undersigned offer to provide services to PMRDA within the time frame given by PMRDA and as per the terms and conditions of the Bid Document, our Techno-commercial proposal and the agreement to be executed between the parties.
- I/We accept the terms and conditions mentioned in the Bid Document, which have been clearly understood by us. I/We have duly signed on each page of the Bid Document.
- I/We understand that PMRDA reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.
- I/we have duly signed on each page of the Bid document.
- I/We further certify that we are ready to provide services to PMRDA for the subject tender within the time frame given by PMRDA and as per the terms and conditions of the bid document and in the Purchase Order to be executed between the parties.
- I/We understand that PMRDA reserves the right to reject, accept or consider any offer without assigning any reason whatsoever.

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Tenderer:

Address :

Appendix II
Form 14

Financial Bid

Name of Work: Transaction Advisory Services for Pune Metro Line 4 and/or Pune Metro Line 5 proposed to be implemented on the Public Private Partnership mode

(The prices are quoted considering the stipulations/ conditions mentioned in Tender Document)

	Total Cost of Consultancy (Excluding GST) (Excluding the cost payable to the Consultant during Conditions Precedent)	Rs. ... (IN WORDS ...)
--	-------------------------------------------------------------------------------------------------------------------------------	-------------------------------

Signatory. Name of Consultant

Name and Title of Signatory:

Address