



**Ministry of Urban Development
Government of India**

Request for Empanelment of Consultants

for

Providing Handholding Assistance to Indian Cities in
Setting up Unified Metropolitan Transport Authority
(UMTA) and Urban Transport Fund (UTF)

OCTOBER 2014

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1 Datasheet

S No.	Information to Applicants
1.	<p>Name of the Empaneling Agency: Ministry of Urban Development (MoUD), Government of India (GoI)</p> <p>Name of the Empanelment: “Empanelment of Consultants for Handholding assistance to Indian Cities in Setting up Unified Metropolitan Transport Authority (UMTA) and Urban Transport Fund (UTF)”</p> <p>Scope of Services: As Mentioned in Annexure 1 - Indicative Scope of Consultancy.</p>
2.	Applications must remain valid for [120] days from the submission date.
3.	The consulting firms shall have sufficient qualified personnel and resources to provide all necessary professional, technical, and expert services as required to accomplish all the services described in this RFE within the prescribed time. Consulting firms are encouraged to form joint ventures or associations with other firms to enhance their capabilities and the value and quality of their services for the proposed assignment before submitting the Application. However, the lead member of the consortium cannot be a part of more than one application for the purpose of this empanelment. Further, such consortium or joint venture shall contain no more than 2 entities.
4.	Any city/state may invite proposals from the empanelled firms for assistance in setting up of UMTA and UTF.
5.	<p>Applications must be submitted no later than the following date and time:</p> <p>Date: 15 December 2014,</p> <p>Time: 15:00 hrs.</p>

	<p>The Application may be submitted to: Under Secretary (UT-I) Ministry of Urban Development, Government of India Room No. 407, C Wing, Nirman Bhawan, Maulana Azad Road, New Delhi – 110108</p> <p>The Application may be submitted by post or in person. Any application not in specified format or incomplete or not legible shall be summarily rejected without any intimation to the applicant and no further request in the matter shall be entertained after specified date and time.</p>
6.	Language: The Applicants should submit their applications and all their correspondence in English.
7.	Eligibility Criteria: As mentioned in the Sections 3.2, 4.1, 4.2 and 4.3.
8.	Evaluation Criteria: The criteria to be used for evaluation of the applications are provided in Section 4.4.
9.	Minimum Score to qualify: 60
10.	Validity of the empanelment: The empanelment will be initially for the period of 60 (sixty) months from the date of empanelment. MoUD may renew the empanelment for an additional duration as decided by MoUD at its sole discretion. At the end of 24 months from the date of issue of empanelment list, MoUD may, at its sole discretion, consider additions to be made to such empanelled list.

2 Introduction

2.1 Background

- 2.1.1 The Government of the India (GoI) has initiated the Sustainable Urban Transport Project (SUTP) with assistance of Global Environment Facility (GEF) with the objective of ensuring that environmental considerations are taken into account in the application of the National Urban Transport Policy (NUTP) and to achieve a paradigm shift in India's urban transport systems in favour of sustainable development.
- 2.1.2 The Ministry of Urban Development (MoUD) has been appointed as the nodal agency for implementation of the SUTP. A dedicated Project Management Unit (PMU) has been set up by the MoUD to manage SUTP. The SUTP objective are to be achieved through implementation of following three components :
- a. The **first component** is targeted towards National Capacity Development in Urban Transport;
 - b. The **second component** aims at preparation and implementing green transport demonstration projects in selected participating cities; and
 - c. The **third component** of this project to provide assistance for management of the project.
- 2.1.3 **Component 1A** of GEF-SUTP comprises tasks required for capacity building in the field of sustainable urban transport. The National Capacity Development initiatives will help the governments at the Central, State and City levels to strengthen the core functions necessary for efficient administration and delivery of sustainable urban transport. It promotes building sustainable capacities in urban transport by enhancing the knowledge, skills and productive aptitude of the organizations/employees involved in the field of urban transport in the context of reforms necessitated by globalization, democratization, the information revolution and changing technologies.
- 2.1.4 **Component 1B** of GEF-SUTP aims at providing Technical Assistance to MoUD in order to improve national, state and local capacity to implement the National Urban Transport Policy (NUTP), including :
- a. Development of implementation strategies and plans to implement key urban transport reforms envisioned in the NUTP;
 - b. Piloting model urban transport databases;
 - c. Identification and preparation of potential environmental friendly urban transport investment in cities; and

- d. Developing a national research programme on sustainable urban transport.
- 2.1.5 Capacity building components of Component 1B include establishment and capacity building for Unified Metropolitan Transport Authorities (UMTAs), developing operations document for traffic information and management centres as well as information technology based (ITS) interventions, developing and implementing Non-motorized transport (NMT) master plan and designing a comprehensive urban transport research programme.
 - 2.1.6 The NUTP formulated by GoI envisages setting up of Unified Metropolitan Transport Authority (UMTA) in all million plus cities, in order to facilitate effective coordinated planning among various agencies for the smooth implementation of urban transport projects. The NUTP also recognises the need to have a dedicated Urban Transport Fund (UTF) to meet the funding requirements of urban transport projects. It has been noted that, while some cities have already established UMTA & UTF, others are at various stages of establishment process. The MoUD has taken up a project to assist the cities to smoothen the establishment process by development of operations documents to act as Handbook for any city interested in setting up of UMTA & UTF.
 - 2.1.7 In this context, the MoUD has appointed a Consultant (“National Level Consultant” or “NLC”) to
 - a. To conduct a state of the art review;
 - b. Disseminate the information with all States and Union Territories and million plus cities;
 - c. Develop a set of generic and city specific operations documents; and
 - d. Conduct capacity building workshops.
 - 2.1.8 The MoUD with help of this NLC has identified three representative million plus cities of different sizes (small, medium & metro) where a new UMTA and UTF could be set up or existing ones restructured/strengthened. The NLC is in the process of preparing detailed activities documents and operational manual to act as a Handbook for the three identified cities and a set of generic activity document for any other city desiring to set up UMTA and UTF. The NLC is also in the process of drafting three city-specific and a generic legislation for setting up of UMTA & UTF.

2.2 Scope of the Consultancy

- 2.2.1 All million plus cities in Indian States / Union Territories (“Potential Clients”) are expected to set up Unified Metropolitan Transport Authority (UMTA) and Urban Transport Fund (UTF) (the “Project”). This empanelment process is being undertaken to identify a set of consultants who could be selected by the Potential Clients to undertake the Project in their respective urban areas.
- 2.2.2 The indicative scope of services for the city specific project consultancy out of the Empanelled Consultants is set out as **Annexure 1** to this RFE Document. The aforesaid scope of services is tentative and is subject to changes based on actual bid documents released by Potential Clients, who may revise, modify, delete or add various components in the Scope of Services based on inputs received from other projects, their own city specific requirements or on their own, based on their judgement.

2.3 Availability of RFE Document

- 2.3.1 The document can be downloaded from the following website www.sutpindia.com and www.moud.gov.in.

2.4 Validity of Applications

- 2.4.1 The Application shall be valid for a period of not less than 120 (one hundred and twenty) days from the Application Due Date hereinafter called “**Application Validity Period**”. MoUD reserves the right to reject any Application, which does not meet this requirement.

2.5 Scope and Description of Empanelment Process

- 2.5.1 MoUD propose to adopt a single stage process to evaluate Applications received based on criteria set out in this RFE Document. Based on this evaluation undertaken, a short-list of consultants is expected to be prepared for empanelment “Empanelment Process”.
- 2.5.2 MoUD propose to empanel a maximum of 25 consultants through this empanelment process. MoUD has already **provisionally** empanelled 5 (Five) consultants who had earlier submitted proposals for selection of NLC. The list of the such provisionally empanelled consultants is as follows:
- 1 McKinsey & Company
 - 2 Ernst and Young Pvt. Ltd in association with SYSTRA MVA Consulting (India) Private Limited

- 3 Joint Venture of Deloitte Touche Tohmatsu India Private Limited and Voyants Solutions Private Limited
 - 4 Consortium of Infrastructure Finance Company Limited (IDFC), Infrastructure Development Corporation (I Deck), Feedback Infrastructure Services Private Ltd. and Delhi Integrated Multi-Modal Transit System Limited (DIMTS)
 - 5 Pricewaterhouse Coopers Private Limited
- 2.5.3 On the basis of the scores obtained by the different Applicants based on the evaluation criteria as set out in Section 3 of this RFE document, MoUD shall prepare a list of maximum 25 consultants (including the provisionally empanelled consultants) subject to Clause 2.5.2 and Clause 3.1.3.
- 2.5.4 This empanelment process is exclusive and specific to the UMTA and UTF consultancy projects. The empanelment is only for guiding States/Cities regarding setting up of UMTA and/or UTF in specific urban area(s) by providing handholding assistance involving services to be provided as specified in Indicative Scope of Services in **Annexure 1** of this RFE.

2.6 Currency Conversion Rate and Payment

- 2.6.1 For the purposes of evaluation of Applicants conversion rate applicable on the date 60 (sixty) days prior to the Application Due Date will be applicable. The conversion rate shall be the selling rates of State Bank of India (SBI); Bills Selling Exchange Rates established by State Bank of India for the relevant date.

2.7 Schedule of Empanelment Process

MoUD would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Indicative Dates
1.	Pre application conference	13 November 2014
2.	Last Date for receiving queries	11 November 2014
3.	MoUD's response to queries latest by	25 November 2014
4.	Application Due Date	15 December 2014

2.8 Pre-Application Conference

The date, time and venue of Pre-Application Conference shall be:

Date: 13 November 2014

Time: 1500 hrs

Venue: Nirman Bhawan, New Delhi – 110108

For further details or any change in time and location please visit www.sutpindia.com

2.9 Communications

All communications including the submission of Application shall be addressed to

ATTN. OF: Under Secretary (UT-I)
ADDRESS: Ministry of Urban Development, Government of India
Room No. 407, C Wing,
Nirman Bhawan, Maulana Azad Road,
New Delhi – 110108
SUBJECT: Empanelment of Consultants for handholding assistance to
Indian cities in setting up of Unified Metropolitan Transport
Authority (UMTA) and Urban Transport Fund (UTF)

3 Instructions to Applicants

A. General

3.1 Scope of Application

- 3.1.1 MoUD wishes to receive Applications from eligible entities for the Project in order to shortlist consultants for empanelment.
- 3.1.2 The Applicant shall submit its Application in the form and manner specified in this RFE. It is expected that a separate selection process would be undertaken by the States, UTs and Cities to appoint consultants for the city-specific projects. The successful bidder emerging from such selection process shall be required to enter into city-specific contracts with the concerned government entity. The conditions for contracts shall differ with each city based on the requirement of such cities.
- 3.1.3 The provisionally empanelled consultants as set out in Clause 2.5.2 would be required to submit only a letter of intent as set out as **Appendix 14**. For avoidance of doubt, the provisionally empanelled consultants need not submit other documents except the letter of intent as a part of their submission.

3.2 Eligible Applicants

- 3.2.1 The Applicant eligible for participating in the qualification process shall be any one of the following two categories:
- a. Category 1: Single Business Entity
 - b. Category 2: A consortium of Business Entities (hereinafter referred to as "Consortium")
- The term Applicant would hereinafter apply to both the above-mentioned categories.
- 3.2.2 For the purpose of this RFE, a Business Entity shall include Proprietorship firm, Partnership firm, Company registered under Indian Companies Act, Trust, Society or equivalent registered in India or abroad. Copy of such Registration Certificate should be submitted along with the Application.

- 3.2.3 A Consortium of a maximum of two (2) members of above such entities comprising one Lead Member with one other member shall be allowed and shall hereinafter be referred as "Consortium".
- 3.2.4 The Applicant should submit a Power of Attorney as per the format enclosed at **Appendix 2**, authorising the signatory of the Application to commit the Applicant.
- 3.2.5 Applications submitted by a Consortium should comply with the following additional requirements:
- a. the number of members in the Consortium would be limited to two (2);
 - b. the Application should contain the information required from each member;
 - c. the Application should include a description of the roles and responsibilities of both the members;
 - d. Members of the Consortium shall nominate one member as the Lead Member and that member must be an entity as defined in clause 3.2.1;
 - e. an Applicant who has applied for empanelment in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the empanelment;
 - f. the members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 3**; and
 - g. the members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 12** for the purpose of submission of the Application. The MoU should, inter-alia,
 - i. clearly outline the proposed roles and responsibilities of each member of the Consortium; and
 - ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of the States, Union Territories and million plus cities, as the case may be and in accordance with the terms of the contract agreement therefore;

A copy of the MoU signed by all members should be submitted with the Application. The MoU entered into between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive.

- 3.2.6 An Applicant or member of Consortium which has earlier been barred by MoUD or blacklisted by any state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit an Application, either individually or as member of a Consortium, if such bar subsists as on the Application Due Date. The Applicant or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Application Due Date as per format provided in **Appendix 11**. In case the Applicant or member of Consortium gets banned by MoUD blacklisted by any state government or central government / department / agency during the Empanelment Period such Applicant shall cease to be empanelled with MoUD.
- 3.2.7 A firm declared ineligible by the International Bank for Reconstruction and Development (IBRD), Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A Bank (“Bank”) in accordance with the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants or debarred from providing consultancy services by and government agency in India shall be ineligible to submit an Application. In case the Applicant or member of Consortium is declared ineligible by the Bank or any government agency in India during the Empanelment Period then such Applicant shall cease to be empanelled with MoUD.
- 3.2.8 An Applicant or member of Consortium should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Applicant or member of Consortium, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or member of Consortium. In case the Applicant or member of Consortium during period of Empanelment, fails to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Applicant or member of Consortium, or been expelled from any project or agreement or have had any agreement terminated for breach by such Applicant or member of Consortium, such Applicant shall cease to be empanelled with MoUD.
- 3.2.9 While submitting an Application, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

3.3 Change in Consortium Composition

Any change in the composition of a Consortium shall not be permitted during the term of empanelment with MoUD.

3.4 Number of Applications

Each Applicant shall submit only one (1) Application for the Project. Any Applicant, who submits or participates in more than one Application for the empanelment will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

3.5 Application Preparation Cost

The Applicant shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the empanelment. It is clarified that MoUD shall not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the empanelment.

3.6 Acknowledgement by the Applicant

- 3.6.1 It is desirable that each Applicant submits its Application after collection of required information and analysis or any other matter considered relevant by it.
- 3.6.2 It would be deemed that by submitting the Application, the Applicant has:
 - a. made a complete and careful examination of the RFE Document; and
 - b. has understood all the eligibility requirements for submission of application in response to this RFE; and
- 3.6.3 MoUD shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

3.7 Right to Accept or Reject any of the Applications

- 3.7.1 Notwithstanding anything contained in this RFE Document, MoUD reserves the right to accept or reject any Application or to annul the Empanelment Process or reject all Applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

- 3.7.2 MoUD reserves the right to reject any Application if:
- a. at any time, a material misrepresentation is made or discovered; or
 - b. the Applicant does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.
- 3.7.3 Rejection of the Application by MoUD, as aforesaid, would lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium would be disqualified.

3.8 Amendment of RFE Document

- 3.8.1 At any time prior to the Application Due Date, MoUD may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFE Document by the issuance of Addenda posted on the website: www.sutpindia.com and www.moud.gov.in.
- 3.8.2 Any Addendum thus issued will also be sent in writing to all those who have downloaded the RFE Document from the website and have duly intimated this fact to MoUD giving their particulars including address for communication by fax/post/courier/e-mail (hereinafter referred as “Registered Applicants”).
- 3.8.3 In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, MoUD may, at its own discretion, extend the Application Due Date.

3.9 Clarifications

- 3.9.1 An Applicant requiring any clarification on the RFE Document may request MoUD in writing. The Applicants should send in their queries latest by the relevant date and time mentioned in Clause 2.7 ‘Schedule of Empanelment Process’. MoUD would endeavour to respond to the queries by the date mentioned in the Schedule of Empanelment Process. The responses will be uploaded on the website: www.sutpindia.com and www.moud.gov.in. MoUD will forward its responses, at its sole discretion, to all the Registered Applicants and would include a description of the enquiry and the response of MoUD without identifying the source of the enquiry.
- 3.9.2 All correspondence / enquiries should be submitted to the following in writing by fax /post / courier/e-mail:

ATTN. OF: Under Secretary (UT-I)
SUBJECT: Empanelment of Consultants for handholding assistance to Indian cities in setting up of Unified Metropolitan Transport Authority (UMTA) and Urban Transport Fund (UTF)
ADDRESS: Ministry of Urban Development, Government of India
Room No. 407, C Wing,
Nirman Bhawan, Maulana Azad Road,
New Delhi – 110108
Tele Fax:+91-11-2306 2264
Email:Pankaj.kumar75@nic.in / iutindia.sutp@gmail.com

B. Preparation and Submission of Application

3.10 Language

The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

3.11 Format and Signing of Application

- 3.11.1 The Applicant would provide all the information in terms of this RFE Document. Only those Applications shall be evaluated that are received in the required format and complete in all respects.
- 3.11.2 The Applicant shall prepare one original of the documents comprising the Application and clearly marked “**ORIGINAL**”. In addition, the Applicant shall make one (1) copy of the Application, clearly marked “**COPY**”. In the event of any discrepancy between the original and the copy, the original shall prevail.
- 3.11.3 The Application and its copy shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialled by the person/s signing the Application.

3.12 Sealing and Marking of Applications

3.12.1 The Applicant shall seal the original and copy of the Application in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer cover envelope. **The Applicant shall also place a CD with the soft copy of the submission, in .pdf format, along with the original Application.**

3.12.2 Each envelope shall contain the following (check-list):

a.	Letter of Application	Refer Appendix 1
b.	Power of Attorney for signing of the Application (in case of Consortium, this would need to be provided by all the member)	Refer Appendix 2
c.	In case of Consortium, Power of Attorney for signing of Application by the Lead Member	Refer Appendix 3
d.	Profile of Applicant	Refer Appendix 4
e.	Brief Approach and Methodology	Refer Appendix 5
f.	Details of Applicant (in case of Consortium, this would need to be provided by all the members)	Refer Appendix 6
g.	Financial Capability of the Applicant (in case of Consortium, Financial Capability of Lead Member)	Refer Appendix 7
h.	Experience of Applicant (in case of Consortium, experience of all the members)	Refer Appendix 8, Appendix 9
i.	Format of Details of the Key Personnel	Refer Appendix 10
j.	Affidavit certifying that Business Entity / Director(s) of Business Entity are not blacklisted / barred	Refer Appendix 11
k.	In case of Consortium, Memorandum of Understanding	Refer Appendix 12
l.	Curriculum Vitae of the Key personnel	Refer Appendix 13
m.	Letter of Intent for the provisionally empanelled consultants. (Only to be submitted by the consultants listed in Clause 2.5.2)	Refer Appendix 14
n.	Proof of registration of the Applicant (in case of Consortium, proof of registration of all the Members)	-

The envelopes and the outer cover envelope shall clearly bear the following identification:

**“Application for Empanelment:
Empanelment of Consultants for Handholding assistance to Indian cities in
setting up of Unified Metropolitan Transport Authority (UMTA) and Urban
Transport Fund (UTF)”**,

“To be opened by Tender Opening Committee only”

and

**“Submitted by
Name, Address and Contact Phone No. of the Applicant”**

3.12.3 The envelope shall be addressed to:

ATTN. OF: Under Secretary (UT I)
ADDRESS: Ministry of Urban Development, Government of India
Room No. 407, C Wing,
Nirman Bhawan, Maulana Azad Road,
New Delhi – 110108

The Applications may be sent by courier or post or may be submitted in person at the above mentioned address.

3.12.4 If the envelope is not sealed and marked as instructed above, MoUD assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and such Application may at the sole discretion of MoUD, be rejected.

3.13 Application Due Date

3.13.1 The Applications should be submitted on or before 1500 hours IST on the Application Due Date mentioned in the Schedule of Empanelment Process (refer Clause 2.7), to the address provided in Clause 2.8 in the manner and form as detailed in this RFE Document.

3.13.2 MoUD may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 3.8.1, uniformly for all Applicants.

3.14 Late Applications

No Application shall be accepted which is received after the Application Due Date. Any such Application received after the Application Due Date shall be summarily rejected and returned unopened.

3.15 Modifications/ Substitution/ Withdrawal of Applications

- 3.15.1 The Applicant may modify, substitute, or withdraw its Application after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Application Due Date. No Application shall be modified, substituted, or withdrawn by the Applicant after the Application Due Date.
- 3.15.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.12.1, Clause 3.12.2 and Clause 3.12.3, with the envelopes being additionally marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as appropriate.

C. Evaluation Process

3.16 Evaluation of Applications

- 3.16.1 No Application will be opened before the Application Due Date. Applications would be opened on any working day.
- 3.16.2 Applications for which an acceptable notice of withdrawal has been submitted in accordance with Clause 3.15.2 shall not be opened.
- 3.16.3 The Applications, so received, would subsequently be examined and evaluated in accordance with the criteria set out in Section 4.
- 3.16.4 MoUD reserve the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Applications.
- 3.16.5 MoUD reserves the right to reject any Application, if:
- at any time, a material misrepresentation is made or discovered; or
 - the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application.

3.17 Confidentiality

- 3.17.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the Empanelment Process. MoUD will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, MoUD shall publish the list of Applicants who have been empaneled.
- 3.17.2 MoUD shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

3.18 Tests of Responsiveness

- 3.18.1 Prior to evaluation of Applications, it shall be determined whether each Application is responsive to the requirements of the RFE Document. An Application shall be considered responsive if the Application:
- a. is received /deemed to be received by the Application Due Date including any extension thereof pursuant to Clause 3.13.2;
 - b. is signed, sealed and marked as stipulated in Clause 3.12.1, 3.12.2 and 3.12.3;
 - c. contains all the information and documents as set out in Clause 3.12.2 and in the formats set out in this RFE Document;
 - d. mentions the Application Validity Period as set out in Clause 2.4; and
- 3.18.2 MoUD reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MoUD in respect of such Applications.

3.19 Clarifications to Facilitate Evaluation

- 3.19.1 To facilitate evaluation of Applications, MoUD, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by MoUD, as the case may be, for this purpose. Any request for clarifications and all clarifications shall be in writing.

- 3.19.2 If an Applicant does not provide clarifications sought under Sub-Clause 3.19.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MoUD may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

3.20 Conflict of Interest

- 3.20.1 MoUD requires that the Empanelled Consultants provide professional, objective, and impartial advice and at all times hold paramount the interests of MoUD and/or the city/state for which consultancy services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Empanelled Consultants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

D. Empanelment and Notification

3.21 Empanelment of Consultants

- 3.21.1 After the evaluation of Applications, MoUD shall prepare a shortlist of Applicants who meet the qualification criteria as set out in this RFE Document. Other Applicants may be informed that their Applications have been unsuccessful.
- 3.21.2 The provisionally empanelled consultants shall be considered as empanelled consultants subject to submission of letter of intent as per Clause 3.1.3. Subsequently, the above shortlist of Applicants shall be considered for empanelment of consultants.
- 3.21.3 A maximum of 25 consultants shall be empanelled including the provisionally empanelled consultants. The shortlisted Applicants would be duly notified that such Applicants are empanelled with MoUD (“Notification of Empanelment”).
- 3.21.4 The empanelment will be initially for the period of 60 (sixty) months from the date of empanelment. MoUD may renew the empanelment for an additional duration as decided by MoUD at its sole discretion. At the end of 24 months from the date of issue of empanelment list, MoUD may, at its sole discretion, consider additions to be made to such empanelled list.

4 Criteria for Evaluation

4.1 Minimum Eligibility Criteria

- 4.1.1 The Applicant (in case of single business entity) / Lead Member (in case of Consortium) should be in existence for at least 10 (ten) years from Application Due Date.
- 4.1.2 The Applicant (in case of single business entity) / Lead Member (in case of Consortium) must have completed at least 5 (five) relevant assignments during the last 10 years. Additionally the Applicant (in case of single business entity) / Lead Member (in case of Consortium) must have competed at least 1 (one) assignment in each involving advisory / consultancy services in setting up of authority and fund (in whole or in part).
- 4.1.3 For the purposes of evaluating the Applications under this RFE, assignments exhibiting the following advisory / consultancy experiences, completed during the 10 (ten) years preceding the Application Due Date, shall be deemed as relevant assignments (the “**Relevant Assignments**”):
- a. Development of policy, institutions and reforms for urban transport sector including experience in Institutional restructuring / institutional strengthening; OR Handholding support in setting up an authority (in whole or in part) including various aspects such as preparation of operational & financial plan & processes for government agencies preferably in urban sector; OR Experience of working on Projects involving multi-sectorial agency coordination in the infrastructure sector;
- AND
- b. Capacity building involving training/development of authority/agency;
- 4.1.4 The Applicant (in case of single business entity) / Lead Member (in case of Consortium) must have experience of working on relevant assignments in India and other similar geographies (South Asia and South East Asia Region).

4.2 Financial Capacity of the Applicant

- 4.2.1 The Applicant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum turnover of INR 70 (Seventy) Crores per annum as professional fees from consultancy business during each of the last

three (3) financial years preceding the Application Due Date. For the avoidance of doubt, a professional fee refers to fee received by the Applicant for providing advisory or consultancy services to its clients.

- 4.2.2 The Applicant shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

4.3 Team Structure

- 4.3.1 The team of applicant firms shall generally include qualified personnel including the urban transport specialist, institutional development specialist, legal specialist, capacity building specialist, finance specialist, and communication specialist. Depending upon the requirements specific to a particular Urban Area, the exact team composition and estimated total man-month requirements will be prescribed in the RFP issued by the city/state.
- 4.3.2 For the purpose of evaluation of the Applications in response to this RFE, the table below indicates the qualification and experience requirements for the above mentioned positions:

S No.	Position	Qualifications and Experience Requirement
1.	Urban Transport Specialist	<p>Degree in Transport Planning / Civil Engineering / other relevant field.</p> <p>More than 10 years' experience in urban transport sector is desirable.</p> <p>Such professionals should have good understanding of Urban Transport Sector and technical background.</p> <p>The ideal candidate (s) should have a good understanding of all sectors in transport including Sustainable Urban Transportation and the working of transport institutions/organisations. Experience in Policy planning & decision making would be desirable.</p>

S No.	Position	Qualifications and Experience Requirement
2.	Legal Specialist	<p>Degree in Law.</p> <p>More than 8 years' experience in advisory role is desirable.</p> <p>The Legal Specialist (s) shall have relevant work experience in legislation related to governance & institutional framework. The ideal candidate will have a good understanding of working of transport institutions/organisations, related authorities acts, legislations and all other government related process required in formulating reforms and setting up new authorities in India.</p>
3.	Institutional Development Expert	<p>Masters / PG Diploma in Business Administration / Development studies / Public Administration or equivalent.</p> <p>More than 8 years' experience in transport sector or relevant field is desirable.</p> <p>Should have experience in institutional and organizational development preferably in the urban transport or the transportation sector.</p> <p>Such experience should include development of policy, institutions and reforms for urban transport / transport sector including experience in Institutional restructuring / institutional strengthening.</p> <p>Should have experience of working with public institutions in India.</p>
4.	Capacity Building / Training Specialist	<p>Masters / PG Diploma in Business Administration / Human Resources / other relevant field</p> <p>More than 8 years' experience preferably in urban transport/transport sector.</p> <p>Such specialist(s) should have experience in identifying, developing and implementing</p>

S No.	Position	Qualifications and Experience Requirement
		<p>capacity building and training programs for any govt. /public sector body preferably in urban transport / transportation sector.</p> <p>Such specialist should also be conversant with the urban transport sector functions and the way these functions are carried out.</p>
5.	Finance Specialist	<p>Masters / PG Diploma in the Finance or CA / ICWA or CFA or equivalent</p> <p>More than 8 years' experience in transport sector or relevant field is desirable.</p> <p>The Finance Specialist(s) should have a background in financial management for a govt. / public sector body.</p> <p>Such specialist(s) should possess good knowledge of public finance and best practices in financial management for a govt. / public sector body.</p> <p>Experience in setting up a fund/preparation of financial plan/ understanding of finances of public transit systems is desirable.</p> <p>Additionally experience in dealing with govt. /public bodies is desirable.</p>
6.	Communication and Marketing Specialist	<p>Degree in media and mass communication/ journalism or equivalent.</p> <p>More than 5 years' experience in public outreach, stakeholder consultations for public projects. marketing and communication strategy, etc.</p> <p>Experience in dealing with govt. /public bodies is desirable.</p>

4.3.3 The consulting firms/consortiums are required to submit the information regarding experts/personnel available with the applicant highlighting the key qualifications and details of similar experience of each expert in a tabular form as provided in Appendix 10 of this RFE. Additionally, Curriculum Vitae of

the experts are required to be provided in the format provided in Appendix 13 of this RFE.

4.4 Evaluation of Applications

4.4.1 This section provides the details of evaluation process. The Applications will be evaluated on the basis of the following parameters:

- a. Company Profile;
- b. Relevant Experience of the Applicant
- c. Qualification & Experience of Key Personnel; and

4.4.2 The Applicant needs to provide a summary of the experiences that the applicant is claiming in the format provided in Appendix 9A of this RFE. The details of the claimed experiences are also required to be provided in the format provided in Appendix 9B of this RFE.

4.4.3 The Applications will be evaluated on the basis of the following parameters:

S. No.	Parameter	Maximum Marks
1.	Company Profile	20
2.	Relevant Experience of the Applicant	40
3	Qualification & Relevant Experience of the Key Personnel	40
3.1	Urban Transport Specialists	10
3.2	Legal Specialists	8
3.3	Institutional Development Experts	8
3.4	Capacity Building/Training Specialists	5
3.5	Finance Specialists	5
3.6	Communication & Marketing Specialists	4

4.4.4 The Applicant needs to provide brief approach and methodology for carrying out the services envisaged out of the projects emanating from this empanelment in their applications as part of Appendix 3.

4.4.5 Only those Applicants who secure a score of -60 marks or more out of 100 shall be considered for empanelment.

4.4.6 The provisionally empanelled firms, as set out in Clause 2.5.2 shall be considered as empanelled, subject to submissions required under this RFE.

- 4.4.7 After evaluation of the Applications received from other Applicants and scoring of the same, the empanelled consultants shall be identified so that a maximum of 25 consultants have been empanelled including those from among the provisionally empanelled consultants. The names of such empanelled firms shall be published by MoUD.

5 Fraud and Corrupt Practices

- 5.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFP, MoUD 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 Empanelment Process.
- 5.2 Without prejudice to the rights of MoUD under Clause 5.1 hereinabove, if an Applicant or Consultant, as the case may be, is found by the MoUD 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 Empanelment Process, or after the issue of the notification of empanelment, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by MoUD during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by MoUD 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.
- 5.3 For the purposes of this Section, 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 Empanelment Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the Notification of Empanelment, as the case may be, any person in respect of any matter relating to the empanelment or Notification of Empanelment, who at any time has been or is a legal, financial or technical consultant/ adviser of MoUD 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 Empanelment 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 Empanelment Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the MoUD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment 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 Empanelment Process.

6 Miscellaneous

- 6.1.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.
- 6.1.2 MoUD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment 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 MoUD 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.
- 6.1.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases MoUD, 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.
- 6.1.4 All documents and other information supplied by MoUD or submitted by an Applicant shall remain or become, as the case may be, the property of MoUD. MoUD will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.1.5 MoUD reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Appendix 1: Format for Letter of Application

[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Date:

To,
Director (UT I)
Ministry of Urban Development
Government of India
Room No. 341, C Wing
Nirman Bhawan
Maulana Azad Road
New Delhi – 110108

Ref: **Application of Empanelment of Consultants for assistance to Indian cities in setting up of UMTA and UTF.**

Dear Sir,

Being duly authorized to represent and act on behalf of
(hereinafter referred to as “the Applicant”), and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for empanelment for the captioned project.

We hereby declare that all the information and statement made in this Application are true and accept that any misinterpretation contained in it may lead to our disqualification at any stage of empanelment and even later.

The required information about our organization is attached in the prescribed format.

We understand you are not bound to accept any application you receive. Also, at any stage, the empanelment process may be terminated without assigning any reason and without any liability to firms, whatsoever, it may be.

We are enclosing our Application for Qualification in one (1) original plus one (1) copy, with the details as per the requirements of the RFE Document, for your evaluation.

We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from (Application Due Date)

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title and Address)

Appendix 2: Format for Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for the **Empanelment of Consultants for assistance to Indian cities in setting up of UMTA and UTF**, including signing and submission of all documents and providing information / responses to Ministry of Urban Development (“MoUD”), representing us in all matters before MoUD, and generally dealing with MoUD in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 3: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Whereas the Ministry of Urban Development, Government of India (“MoUD”) has invited applications from interested parties for **Empanelment of Consultants for assistance to Indian cities in setting up of UMTA and UTF** (the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Empanelment (RFE) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFE Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MoUD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MoUD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated thisDay of2014

.....

(Executants)

(To be executed by all the members of the Consortium)

Note: 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix 4: Profile of the Applicant

[Provide here a brief description about background of the applicant, functional experience in relevant fields, and sector experience in the urban transport] (maximum 5 pages)

Appendix 5: Brief Approach and Methodology

[Explain your understanding of the objectives of the assignment, approach to the services, and methodology for carrying out the activities in line with the scope of work envisaged by MoUD][Maximum 10 pages]

Appendix 6: Format for Details of Applicant

1. Details of Applicant

(Documentary proof to be enclosed wherever required)

a.	Name of applicant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Country of incorporation:		
g.	Name and address of the person holding the Power of Attorney.	:	
h.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
i.	Name of Bankers with full address.	:	
j.	Service Tax Registration Number (copy).	:	
k.	Registration Empanelment with any other Central / State Govt. / Govt. Undertaking in last 10 years.	:	
l.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
m.	Name and details (Tel / Mobile / E mail) of contact persons	:	
Details of Authorised Signatory:			
a.	Name:	:	
b.	Designation:	:	
c.	Company:	:	
d.	Address:	:	
e.	Phone No.:	:	
f.	Fax No. :	:	
g.	E-mail address:	:	

2. In case of a Consortium:
- the information above should be provided for all the members of the consortium.
 - information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment, it is proved that the information furnished by us is wrong, MoUD reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date Name _____

Place Designation

Tel No.

Mobile No.

E Mail ID

Seal/Stamp of the Firm

Appendix 7: Format for Financial Capability of the Applicant

(Equivalent in Rs. crores)

Applicant*	Annual Turnover (from consultancy business)			
	Year 1 (From ---- to ----)	Year 2 (From ---- to ----)	Year 3 (From ---- to ----)	Total
Sole Applicant				
	OR			
Lead Member of Consortium				
Total				

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

\$

The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

* Any Applicant should fill in details as per the row titled Sole Applicant and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details of Lead Member in the subsequent row. In case the Applicant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the Lead Member only shall be considered.

General Instructions:

1. The financial year would be the same as followed by the Applicant for its annual report. Say, Year 1 will be the financial year 2012-13. Year 2 shall be the year immediately preceding Year 1.
2. The Applicant shall provide a set of the **audited annual financial statements for the required financial years.**

Appendix 8: Format for Experience of the Applicant

Sr. No.	Name of the Applicant	Name of the Assignment	Name of Client	Sector	Rupees in crores		
					Role in the assignment (Lead Member / Associate / Sub Consultant)	Year of completion	Professional Fees
1.	Sole Applicant						
OR							
1.	Lead Member						
2.	Other Member						

1. Applicants are expected to provide information in respect of each assignment in this section.
2. For each of the assignment the applicant must provide the details as per the format provided in Appendix 9.

A documentary evidence for each assignment in the form of a Work Order/Completion Certificate/Letter of Award issued by the client should be provided for each assignment.

It may be noted that in the absence of anyone of the above, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation of the application.

Appendix 9: Format of Assignment Details of the Applicant

Name of Applicant	
Name of the Assignment	
Brief Description of Services(including deliverables and outputs) performed by the Applicant firm	
Name of client and address (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative	
Payment received by the Applicant (in Rs. Crore)	
Start date and finish date of the services (month / year)	
Brief description of the project	

Notes:

1. Use separate sheet for each assignment

Appendix 10: Format of Details of the Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Sector Experience	Areas of Functional Expertise	Length of Professional Experience	Present Employment ¹	
							Name of Firm	Employed Since

¹ Details of only such personnel who are in employment of the applicant or independent experts whose services are available to the applicant should be provided.

Appendix 11: Format for Affidavit Certifying that Entity / Director/s of Entity are not blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on the January 01, 2013.

We further confirm that we are aware that as per Clause 3.7.2, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Empanelment Process.

We further confirm that our Application for the captioned Project would be liable for rejection in case conditions with regard to the requirements of Clause 3.2.6, Clause 3.2.7 and Clause 3.2.8 are not fulfilled at any stage of the Empanelment Process or thereafter during the empanelment period.

Dated thisDay of, 2014

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium

Appendix 12: Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____day of _____ 2013 at _____

among

_____ and having its registered office at _____, (hereinafter referred as" _____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

_____ and having its registered office at _____, (hereinafter referred as" _____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Ministry of Urban Development ("MoUD"), has invited Request for Empanelment (RFE) from entities interested for **Empanelment of Consultants for assistance to Indian cities in setting up of UMTA and UTF**, ("Project") as per the terms contained in the RFE Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the roles and responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories and million plus cities, as the case may be and in accordance with in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
3. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party

Witness:

Appendix 13: Curriculum Vitae (CV) of Key Personnel

1. NAME OF FIRM			
2. NAME OF STAFF			
3. DATE OF BIRTH		NATIONALITY	
4. EDUCATION			
Degree Obtained	Name of Institute		Year
5. MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS			
<ul style="list-style-type: none"> • Xxx • Xxxx • xxx 			
6. OTHER TRAINING			
<ul style="list-style-type: none"> • Xxx • Xxxx • xxx 			
7. COUNTRIES OF WORK EXPERIENCE			
XXXX			
8. LANGUAGES			
Language	Speaking	Reading	Writing
	[Excellent / Good / Fair]		
9. EMPLOYMENT RECORD			
From	To	Employer	Position held

10. WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED			
Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:			
Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:			
Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:			
Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:			
Name of assignment or project: Year: Location: Client:			

Main project features: Positions held: Activities performed:
Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:
<i>[Please insert additional rows in similar format if required]</i>
11. CERTIFICATION
<p>I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification for the purpose of evaluation for empanelment.</p>
<p>_____ Date: <i>[Signature of staff member or authorized representative of the staff]</i> Day/Month/Year Full name of authorized representative:</p>

Appendix 14: Format of Letter of Intent for the Provisionally Empanelled Consultants

[On the Letter head of the Applicant (Lead Member in case of Consortium)]
[To be filled and submitted only by the provisionally empanelled consultants]

Date:

To
Director (UT I)
Ministry of Urban Development
Government of India
Room No. 341, C Wing
Nirman Bhawan
Maulana Azad Road
New Delhi – 110108

Ref: **Empanelment of Consultants for assistance to Indian cities in setting up of UMTA and UTF**

Dear Sir,

This has reference to the RFE document released by Ministry of Urban Development (MoUD) on _____ 2014. We undertake that we _____ (*Name of the provisional consultant Lead member in case of consortium*) were shortlisted in the bid process pursuant to **RFP: No. K 14011/13/2011-MRTS IV** Date: 24 April 2012 for the Consultancy Services for Developing Operations Documents for Urban Metropolitan Transport Authority (UMTA) and Urban Transport Fund (UTF).

We confirm that we adhere to the experience criteria and financial capability criteria as set out in Section 4 of the RFE document.

We also confirm that we employ and shall provide the requisite key personnel as sought under Section 3 of this RFE.

We now express our intent to get empanelled with MoUD for the captioned empanelment. We agree that our empanelment shall be at the sole discretion of MoUD.

Name & Signature of the Authorized Signatory

Designation of the Authorized Signatory

Annexure 1 - Indicative Scope of Consultancy

The Consultant shall follow the Generic Operations and Process Manual for setting up and operationalizing UMTA & UTF being prepared by the MoUD for preparing documents specific to the city. The generic documents once approved will be uploaded on MoUD's website.

The indicative Scope of the empanelled consultant would be as follows:

The detailed scope of services for each assigned urban area shall be prescribed at the RFP stage depending upon the requirements specific to the particular urban area. In some cases, the UMTA and/or UTF may be existing and the required services would be to provide handholding assistance in operationalizing and strengthening the same. In some other cases, scope of services would additionally require review and "validating" or "updating" the draft legislation and manuals specific to the assigned urban area. The scope of services would generally include, but not limited to, the either or combination of the following:

PHASE I: PRE-OPERATIONALISATION PHASE

The consultant may be appointed by the state / city, if they so desire, for providing assistance in pre-operationalization activities of UMTA & UTF in a specific urban area. In such cases the consultant shall be required to provide assistance during finalisation of the structure of UMTA, passing of the legislation / government order, circulation of draft legislation / government order for public consultations etc.

The consultant shall develop an understanding of the public transport scenario in the specific urban area in terms of modes of public transport, agencies involved (directly or indirectly), institutional arrangements of the agencies, functions carried out by different agencies etc. This will help the consultant in understanding the overlapping functions and the functional gaps that exist in the urban transport in the aforesaid urban area.

This phase shall involve following tasks: **Module 1 – Review and Analysis of existing arrangements**

This module could include, among others, the following:

Task 1: Review and study of the UMTA and / or UTF if already existing in the urban area, or the review and study of the UMTA and / or UTF initiatives taken for the urban area including any proposal, draft legislation, government order / notification or any study undertaken for setting up of UMTA and / or UTF for the urban area.

Task 2: Analysis of urban transport in the urban area in terms of modes of public transport, agencies involved (directly or indirectly), institutional arrangements of the agencies, functions carried out by different agencies etc. This exercise will identify the overlapping functions and the functional gaps that exist in the urban transport in the urban area. The outcome of this exercise will be useful for finalisation of the options for structuring of UMTA and UTF for the urban area in phase 2. 'Task 1' and 'Task 2' may be carried out in parallel by the consultant.

Task 3: The consultant should familiarise themselves with the legal requirements of setting up of a government authority in India.

Task 4: Review of following documents to be provided by the [client name]:

- i. **Generic Draft Legislation** – The generic draft legislation to be provided to the consultant shall contain different options for structuring of UMTA and UTF. These different options correspond to different categories of cities viz. metro, medium and small cities along with the status of the city being a capital or a non-capital city. The generic draft legislation includes options for geographical coverage, functions, institutional arrangement, composition of board, and organisational arrangement for setting up of UMTA and UTF.

The consultant shall carry out a review and analysis of the generic draft legislation with a purpose to identify gaps (if any) and modification / selection points for customization of the same in respect of the urban area for which UMTA and UTF is to be set up.

- ii. **Generic operations and process manual** – The generic operations and process manual to be provided to the consultant shall contain guidelines for establishment and operationalisation of UMTA. The consultant shall identify gaps (if any) and modification / selection points for customization of the manual in respect of the assigned urban area.

Outputs of this module:

The outputs of this module will be:

- Report on study of urban transport system in the urban area including agencies involved and its institutional arrangement
- A document highlighting the identified gaps and updation points in the draft legislation, options for structuring UMTA and UTF and the generic operations and process manual.

Module 2 – Updation and Finalisation of Draft Legislation for UMTA & UTF

The consultants shall carry out this phase after the approval of the reports of Module 1 by the client. In case legislation / government order for setting up of UMTA and / or UTF has been passed, the consultant shall not be required to complete the tasks as mentioned in this Module. The legislation / government order shall only be referred by the consultant while completing other tasks as mentioned in the scope of services.

In this module the consultant shall assist in updating and finalising a list of functions, scope of work, range of powers, role in planning / management / other aspects of urban transport in the urban area to be carried out by the UMTA and role of UMTA in managing the financing of urban transport in the urban area including the nature, mandate, coverage, sources of funds and other aspects of UTF to be set up in the urban area.

The consultant shall assist in updating and effecting finalised options in the draft government order / legislation as under:

Task 1: Geographical Coverage – The consultant shall assist in finalising the option for geographical coverage of UMTA. The intention would be to decide whether UMTA’s jurisdiction should cover the boundaries of Municipal Corporation or extend beyond and to what extent.

Task 2: Functions – The consultant shall assist in finalising the list of functions to be carried out

by UMTA.

Task 3: Institutional Arrangement – The consultant shall assist in finalising the institutional arrangement for UMTA. The intention would be to decide which state department shall be the parent department for UMTA and what would be the reporting mechanism.

Task 4: Organisational Structure – The consultant shall assist in finalising the organisational structure to be followed by UMTA. The intention would be to decide what all divisions / departments / cells should UMTA have and what shall be the role and functions of each of these divisions / departments / cells etc.

Task 5: Funding Arrangements – The consultant shall assist in finalising the funding arrangements for UMTA including what all sources of funds be utilised for generating revenues for the UTF, what should be the fund management mechanism, what all utilisations the funds can be put to, what would be the priority of utilisation of funds etc.

Task 6: Legal basis – The consultant shall assist in finalising the legal basis for setting up UMTA. The intention would be to decide whether UMTA and UTF should be set up a government order or by a statutory Act etc.

Task 7: Effecting the finalised options in the draft legislation – The consultant shall assist in updating and effecting finalised options in the draft government order / legislation.

Module 3 - Updation and Finalisation of operations and process manual

Task 1: Based on the identified gaps and modifications the consultant shall assist in updation and finalisation of the generic operations and process manual including the exclusion / inclusion of any chapter(s) and part(s) of any chapter(s) for setting up UMTA and UTF in the urban area. This will inter alia involve updation and finalisation of:

- i. Organisational structure of UMTA and functions, roles and responsibilities of each of the departments / cells / divisions of UMTA
- ii. Organisation chart and job profile, expertise requirements, qualifications, compensation levels etc. for each position in the organisation chart
- iii. Work processes and procedures to be followed in discharging each of the UMTA's functions, spelling out the work flow charts, delegation of powers, etc.
- iv. Organisational procedures including inter alia office management procedures, procurement procedures, administration procedures, recruitment and retirement procedures and accounting procedures etc.

Outputs of this module:

The outputs of this module will include documents on:

- Updated draft legislation / government order with finalised options of UMTA
- Updated and finalised manuals specific to the urban area in which UMTA and UTF is being set up.

Module 4 – Providing handholding assistance in Enactment of UMTA & UTF legislation

Task a. Support during passing of legislation / government order:

During the progress in passing of legislation / government order by the state government the consultant shall assist in effecting all updation required in the draft legislation / government order. The consultant shall also assist in circulation of the draft legislation / government order for soliciting public feedback.

PHASE II: OPERATIONALISATION PHASE

Task 1: Assistance in organising initial Board meetings: The consultant shall

- i. Assist in preparation of invitation letters / notices to board members for participation in UMTA Board meetings
- ii. Assist in organising initial UMTA Board meetings with a view to identify further course of action for operationalising UMTA.
- iii. Assist in setting up of vision, mission and goal statements of UMTA.

Task 2: Assistance in preparation of operationalization plan:

In consultation with the CEO and UMTA Board, the consultant shall assist in development of a task and time based plan for operationalization of UMTA starting with deployment of resources and ending with a fully functioning UMTA.

For carrying out the activities under this task, the consultant should familiarise themselves with the legislation / government order, which has been passed for setting up of UMTA & UTF in the specific urban area.

Task 3: Preparation of Operations Documents: The consultant shall use the generic operations documents developed by and available with the Ministry of Urban Development for operationalization of UMTA for reference. In consultation with the CEO of UMTA and the learnings gathered from review of urban transport in the specific urban area, the consultant shall prepare operations documents for UMTA in respect of the aforesaid urban area. This shall involve (but not be limited to) development of guidelines / procedures / process etc. for:

- a. Roles, responsibilities, & powers of UMTA
- b. Organisational Structure of UMTA
- c. Roles and responsibilities of various divisions and positions within the organisational structure of UMTA
- d. Operational and administrative procedures for day-to-day functioning of UMTA
- e. Functional specific procedures such as accounting, HR, marketing, financing procedures (including UTF related functions)
- f. Delegation of powers (Financial/Functional etc.) to carry out different functions of UMTA
- g. Monitoring & Evaluation framework for UMTA etc.

Task 4: The consultant shall assist the UMTA Board and its CEO in finalising the organisational structure of UMTA. This shall be based on the guidelines provided in the legislation / government order and the operation documents prepared for the UMTA in the assigned urban area.

Task 5: In consultation with UMTA Board & its CEO, the consultant shall assist in setting up different divisions / departments / cells of UMTA. This shall involve assistance in deployment of secretariat for the UMTA and providing training and capacity building to the recruited staff. This would be covered in following steps:

- v. Assist in carrying out resource mobilisation by recruitment from open market or by way of deputation for various identified positions in UMTA.
- vi. The consultant shall assist in managing the entire recruitment process including finalisation of selection criteria in terms of educational qualifications and experience requirements etc., issuing recruitment advertisements, inviting applications, shortlisting applicants, conducting selection and interview process etc.
- vii. The consultant shall assist in organising induction programs for the newly recruited UMTA staff members.
- viii. The consultant shall assist in providing training to the newly recruited UMTA staff members covering objectives & rationale, functions, powers etc. of UMTA. The consultant shall also assist in providing trainings on procedures for day-to-day functioning of UMTA

The consultant shall assist in preparation and updation of entire training materials including any presentations, documents, guidelines etc. for carrying out the training and capacity building process.

Task 6: Assistance in development of Business Plan of UMTA:

- i. Based on the vision, mission and goal statements, assist in defining the objectives, service provision and operating performance targets of the UMTA in the next 5 years
- ii. Based on the vision and mission of UMTA, set out a program for carrying out different tasks by the UMTA including proposals for increasing functions to be carried out by UMTA, achieving coordination among different agencies, achieving inter-modal integration, integration of transport and land-use plan, proposals for initiating different projects (involving development works, studies etc.) etc. in the next 5 years
- iii. Assist in estimating the short term and long term funding requirements of UMTA, potential funds available to UMTA from different sources and proposals for augmenting the funds based on the long term requirements in the next 5 years.
- iv. Assist in preparation of annual budget/reports of UMTA including estimation of expenditures of UMTA and identifying funding deficit / surplus in the next 5 years.
- v. Assist in developing detailed communication and marketing plan covering the strategies for media relations, government relations, public outreach and all related marketing communications related to UMTA in the next 5 years.

Tasks 5 and 6 may be carried out in parallel.

PHASE III: IMPLEMENTATION ASSISTANCE PHASE

Task 1: Handholding assistance to UMTA –

The consultant shall provide assistance for a period of minimum [24] months (or such other

period as would be specified in the RFP document issued by the state / city for availing the consultancy services) and provide handholding assistance until such period. Post operationalization of UMTA, the consultant shall provide handholding assistance for the remaining period of the consultancy.

The handholding assistance shall involve following activities:

- i. Provide all required handholding assistance in carrying out functions of UMTA as per the legislation / government order for UMTA & UTF for the assigned urban area.
- ii. Provide procurement related assistance for procurement of works / services / goods required for operationalization of functions of UMTA, such as preparation of master plan, fund raising & fund management including treasury functions, audit functions related to funds etc. during the period of engagement of the consultant.
- iii. The consultant shall assist in carrying out communication and marketing activities to ensure that there is sufficient awareness among the public regarding UMTA and its requirement, objectives, functions etc. The consultant shall develop a strategy for carrying out such communication and marketing activities and this may include inter alia distributing press releases, organising press conferences, media briefings, interviews, advertising, featured stories, news reports, promotional videos, public interactions etc.

Task 2: Monitoring and Evaluation

- i. Assistance in developing a monitoring and evaluation framework for assessing the performance of the UMTA over a period of time. This framework shall be helpful for UMTA to undertake a monitoring and evaluation exercise at regular periods.
- ii. Assist in undertaking initial assessment of performance of UMTA over the period of time the consultant has been engaged for assistance.

Task 3: Transition

During this task, the consultant shall pass on the learnings gathered during the operationalization and implementation assistance phase and equip the UMTA to carry out its activities independently.

This task shall cover following:

- i. Organising training / capacity building of the UMTA's organizational staff to reiterate the office management procedures, procurement procedures, administration procedures, recruitment and retirement procedures, accounting procedures, and work processes/procedures etc. to be followed in discharging of the UMTA's functions, spelling out the work flow charts, delegation of powers etc. and clarify any doubts / concerns of the participants.
- ii. Transfer and describe the purpose, usefulness and content of all documents / other materials prepared during course of the assignment to the UMTA.

Annexure 2- Template of Contract between empaneled Consultant and Government Agency

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Form of Contract

This Contract (hereinafter called the “Contract”) is made the Day of the month of _____, 2013, between on the one hand, by _____ {the city specific municipal corporation} (“the Client”) having its offices at _____, and on the other hand, _____ (hereinafter called the “Consultant”).

WHEREAS

- a. The client requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”).
- b. The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. The General Conditions of Contract
- b. The Special Conditions of Contract

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the MoU, in particular.

- a. the Consultant shall carry out the services in accordance with the provisions of the MoU, and
- b. the Client shall make payment to the Consultants in accordance with the provisions of the contract agreement signed between the Consultant and the Client.

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

General Conditions

GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.</p> <p>(c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.</p> <p>(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices. (f) “Effective Date” means the date</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(f) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(g) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(h) “GC” means these General Conditions of Contract.</p> <p>(i) “Government” means the Government of the Client’s country.</p> <p>(j) “Local Currency” means the currency of the Client’s country.</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p>
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	<p>(l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</p> <p>(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.</p> <p>(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(q) "In writing" means communicated in written form with proof of receipt.</p>
1.2 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
1.3 Language	This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	
1.4.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.4.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge	In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
1.9 Fraud and Corruption	<p>If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).</p> <p>Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.</p>
1.9.1 Definitions	<p>For the purposes of this Sub-Clause, the terms set forth below are defined as follows:</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to</p>

	<p>obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of inspection and audit rights provided for under Clause 3.8.</p>
1.9.2 Measures to be Taken	<p>(vii) The Client will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time if it at any time the Client determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract;</p>
1.9.3 Commissions and Fees	<p>The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the Client	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing. (b) If the Consultant becomes insolvent or bankrupt. (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (a) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days. (b) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:</p> <ul style="list-style-type: none"> (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General	
3.1.1 Standard of Performance	The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
3.2 Conflict of Interests	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consult-ants not to Benefit from Commissions, Discounts, etc.	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or

	indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and (c) any other action that may be specified in the SC.
3.6 Reporting Obligations	(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
3.7 Documents Prepared by the Consultant to be the Property of the Client	(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the

	<p>Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.</p> <p>(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.</p>
<p>3.8 Accounting, Inspection and Auditing</p>	<p>3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility).</p>

4. CONSULTANT'S PERSONNEL

<p>4.1 Description of Personnel</p>	<p>The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.</p>
<p>4.2 Removal and/or Replacement of Personnel</p>	<p>(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

5. OBLIGATIONS OF THE CLIENT

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

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Payment	The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
6.2 Contract Price	(a) The price payable in foreign currency/currencies is set forth in the SC. (b) The price payable in local currency is set forth in the SC.
6.3 Payment for Additional Services	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
6.4 Terms and Conditions of Payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
6.5 Interest on Delayed Payments	If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Special Conditions

Will be specific to the respective city specific government entity

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Undertaking to be duly executed on the date and year above mentioned.

1. First Party - Signatures, Name, Address and Contact Details
2. Second Party - Signatures, Name, Address and Contact Details

Witness: