भारत सरकार **Government of India**
रेल मंत्रालय **Ministry of Railways**
(रेलवे बोर्ड **Railway Board)**

International Year of Cooperatives
Cooperatives Build a Better World

No.2022/CE-I/CT/6/PSS **New Delhi, Dated 19.12.2025**

To,
As per list attached.

Sub: Model Document of Request for Proposal for appointment of Project Supervision Services Agency (PSSA) for providing Project Supervision Service (PSS).

Ref: Railway Board's letters No. 2022/CE-I/CT/6/PSS dated 13.06.2022, 07.10.2024 & 26.09.2025

The model document of Request for Proposal (RFP) for appointment of Project Supervision Services Agency (PSSA) was issued vide Board's letter dated 13.06.2022, and the same was uploaded on IR website www.indianrailways.gov.in >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Project Management (PSS, PMS & GC)" >> "Project Supervision Services Agency".

2. Based on the Railways' experiences (approx. 3 years), a 10 member SAG review committee (convener HAG) was constituted by Railway Board to evaluate the relevant provisions. Following a detailed assessment, deliberations on committee's findings and consultation with all stakeholders, revised provisions were proposed for Board's approval.

3. Now, Board (MI & MF) have approved above modifications and accordingly new model document has been prepared of Request for Proposal (RFP) & Agreement for providing Project Supervision Services Agency (PSSA) duly incorporating all the amendments issued earlier and the same is available on the above Indian Railways website.

4. This document is applicable for supervision of infrastructure projects. The Project Supervision Services Agency (PSSA) shall be considered at par with services other than consultancy. For the works of construction organization CAO/C will be the Competent Authority to decide whether PSSA is needed. For other infrastructure works, decision on the matter may be taken by PHOD of the concerned department.

5. Tenders shall be called with the approval of CAO/C or concerned PHOD of the Executing Department. Level of tender committee shall be SAG with acceptance by PHOD irrespective of value of tender. Clauses and appendices with square parenthesis shall be inserted by the tendering authority with relevant information. For changes in other clauses, approval of PHOD with concurrence of associate finance will be required.

6. This document shall have prospective effect.

7. This issues with the concurrence of Finance Directorate of Ministry of Railways.

DA: As Above

19.12.25
(अजीत कुमार झा)
कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address: edceg2022@gmail.com

No.2022/CE-I/CT/6/PSS **New Delhi, Dated 19.12.2025**

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For **Member Finance**

LIST FOR DISTRIBUTION (2022/CE-I/CT/6/PSS) New Delhi, dated: 19.12.2025)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director General, IRICEN, Pune – 411 001 (Maharashtra)
4. Director General, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director General, IRISET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar)
7. Director General, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. CMD, CONCOR, Concor Bhawah, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076
2. CMD, IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. CMD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon
4. CMD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi
5. CMD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. Chairman, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. CMD, IRFC Limited, UG Floor, EastTower, NBCC Place, Bhisham Pitamah Marg, LodhiRoad, Pragati Vihar, New Delhi
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Adv./MR, EDPG/MR, OSD/MR, OSR(Co-ord)/MR
3. Chief Vigilance Officers, All Indian Railways
4. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), EDCE(P), PED/Safety, PED/Gati Shakti, EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X), ED/GS(Civil-I), ED/GS(Civil-II), ED/GS(Elect.), ED/GS(S&T), ED/GS/SD, EDW(Plg.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(EDRS(G), EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

19.12.25



REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF
PROJECT SUPERVISION SERVICES AGENCY (PSSA)
for
PROVIDING PROJECT SUPERVISION SERVICES
at
Various Construction Sites/Sections in the jurisdiction of (_____)

MINISTRY OF RAILWAYS
GOVERNMENT OF INDIA

December 2025

Table of Contents

1. Introduction 6
   1.1. Background 6
   1.2. Brief description of Bidding Process 7
   1.3. Schedule of Bidding Process 8
2. Instructions to Bidder(s) (ITB) 9
   2.1. General 9
   2.2. Submission of Bids 10
   2.3. Bid Security for RFP 10
   2.4. Validity of the Bid 12
   2.5. Preparation of Bids 12
   2.6. Technical Bid 13
   2.7. Financial Bid 14
   2.8. Conflict of Interest 15
   2.9. Number of Bids 16
   2.10. Site Visit and Verification of Information 16
   2.11. Acknowledgement by Bidder 16
   2.12. Clarifications / Queries by Bidders 17
   2.13. Amendment of RFP 17
   2.14. Letter of Award (LOA) and Signing of Agreement 18
   2.15. Performance Security 18
   2.16. Fraud and Corrupt Practices 19
   2.17. Intellectual Property 20
   2.18. Confidentiality 20
   2.19. Foreign Companies 21
   2.20. Evaluation of Bids 21
3. Criteria for Eligibility& Evaluation 22
   3.1. Conditions of Eligibility of Bidders 22
   3.2. Evaluation of Technical Bid 25
   3.3. Shortlisting of Bidders 28
   3.4. Evaluation of Financial Bid 29
   3.5. Combined Techno-Financial Evaluation (QCBS) 29
   3.6. Selection of PROJECT SUPERVISION SERVICES AGENCY (PSSA) 29
   3.7. Execution of Agreement 30
   3.8. Commencement of PSS 30
4. Miscellaneous 31

SCHEDULES 32

Schedule 1: Form of PSS Agreement 33

PSS AGREEMENT 35

1. Interpretation 35
2. PSSA 36
3. PROJECT SUPERVISION SERVICES AGENCY (PSSA)'s Services 37
4. Delays in providing the Services by the PROJECT SUPERVISION SERVICES AGENCY and Extension of Time 42
5. Force Majeure 45
6. Termination 45
7. Amendment/Waiver 46
8. Liability of Bidder to the Client and Insurance 47
9. Confidential Information 48
10. Disputes 49
11. Status 59

12. Set Off....59
13. Notices....60
14. Governing Law....60
15. Assignment....60
16. Entire Agreement....60
17. Severability....61
18. PROJECT SUPERVISION SERVICES AGENCY (PSSA)'s work on the PSS to be the property of Authority:....61
19. Waiver....62

Terms of Reference (TOR)....64
1. Introduction & Background....66
2. The PROJECT SUPERVISION SERVICES AGENCY....66
3. Objective of PROJECT SUPERVISION SERVICES AGENCY....66
4. Scope of Supervision Services....68
5. Detailed Terms of Reference....70
6. Implementation Arrangements....76
7. PSSA's Organization & Staffing....76
8. Miscellaneous....78
9. Weekly & Monthly Meetings:....79
10. Manpower Deployment:....79
11. Terms & Conditions of Payment and Deployment:....82

Financial Bid (Cost of Services)....84
Payment Schedule....85
Bank Guarantee for Performance Security....86
Insurance Surety Bond for Performance Security....89
Bank Guarantee for Bid Security....92
APPENDICES....94
APPENDIX-I....95
Technical Bid Form – 1: Letter Comprising the Bid....95
Technical Bid Form – 2: Particulars of the Bidder....98
Technical Bid Form – 3: Statement of Legal Capacity....100
Technical Bid Form – 4: Power of Attorney for Signing of the Bid....101
Technical Bid Form – 5: Power of Attorney....102
Technical Bid Form – 6: Format of Joint Bidding Agreement (in case of JV /Consortium)....104
Technical Bid Form – 7: Financial Capacity of the Bidder....108
Technical Bid Form – 8: Particulars of Key Personnel....111
Technical Bid Form – 9: Proposed Methodology and Work Plan....112
Technical Bid Form – 10: Abstract of Eligible Assignment of the Bidder#....113
Technical Bid Form – 11: Abstract of Eligible Assignments of Key Personnel....114
Technical Bid Form – 12: Curriculum Vitae (CV) for Proposed Key Personnel....115
Technical Bid Form – 13: Eligible Assignments of Bidder....117
Technical Bid Form – 14: Eligible Assignment of Key Personnel....118
Technical Bid Form – 15: Deployment of Key Personnel....119
Technical Bid Form – 16: Affidavit....120
Technical Bid Form – 17....122
Technical Bid Form – 18 Scoring Sheet....123
Technical Bid Form – 19 Certificate on the suitability of Personnel other than Key Personnel....124
Financial Bid Form – 1: Breakdown of Costs for Financial Bid (Indicative)....125
APPENDIX III....127
APPENDIX IV....128
APPENDIX-V....129

DISCLAIMER

The information contained in this Request for Proposals document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project Supervision Services (PSS). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PSS and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Authority As defined in Clause 1.1.1
Bid As defined in Clause 1.2.1
Bidder As defined in Clause 1.2.1
Bid Due Date As defined in Clause 1.1.2
Bidding Process As defined in Clause 1.2.1
Bid Security As defined in Clause 1.2.4
CV means Curriculum Vitae
Eligible Assignment As defined in Clause 3.1.3
Financial Bid As defined in Clause 1.2.1
KIT means Key Information Table as provided in Clause 1.1.2 **Lead Member**
As defined in Clause 2.1.2
LOA means Letter of Award
Project As defined in Clause 1.1.1
Railway means the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
RFP means Request For Proposal
Selected Bidder as defined in Clause 3.6.1 or Clause 3.6.3, as the case may be.
Technical Bid As defined in Clause 1.2.1
TOR means Terms of Reference
US$ means United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. Introduction

1.1. Background

1.1.1. Indian Railways (the "IR") undertake varied infrastructure development works through Construction Units of Zonal Railway, various Production Units, and Project related Organizations. Over the years, budgetary allocations for these infrastructure development works and the number of works have gone up considerably; the need for Project Supervision Services Agency (PSSA) to supervise the execution of various project works has been strongly felt to achieve the construction works to desired specifications and standards, timely completion of various activities, and overall Project implementation/ completion within the stipulated duration.

1.1.2. The brief particulars of the Project and the Bidding Process are as follows in the Key Information Table (KIT):

S No.	Particular	Details
1.	Name of the Work	Request for Proposal (RFP) for providing Project Supervision Services(PSS) for [*******]
2.	Estimated cost of Project Supervision Services (in figures and words)	[Rs ******* (Rs *******)]
3.	Estimated period for completion of services	[24 months of Construction Period and 24 months of Defects Liability Period]
4.	Bid Due Date and time	By [1100 hrs] (IST) on [<Insert date>]
5.	Physical submission/retention/production of all documents uploaded by the Bidder	As per Clause 2.2.1 and/or Clause 2.3
6.	Date and Time of Opening of Bid	At [*** hrs] (IST) on the (Bid Due Date)
7.	Mode of tendering	Single stage two packet (open)
8.	Consortium/Joint Venture	Allowed for tenders valuing more than 10 cr.
9.	Mode of submission of Bids	Online submission on e-Procurement Portal
10.	e-Procurement Portal	**www.ireps.gov.in**
11.	RFP document Fee	[NIL]
12.	Bid Security (Refer clause 2.3)	[Rs ****** (*****)]

[1] Please retain either of the two
[2] Please insert the relevant details of the Project for which the supervision services is being required

13.	Bank Account Details of the Authority	Name of Beneficiary:****** Name of the Bank:******* Account No.: Address of the Branch: IFSC code:
14.	Authority's Representative for this RFP purpose	Name of Officer: ********** Address: ********** Phone: ********** E mail: **********
15.	Validity of the Bid	[120] days from the Bid Due Date
16.	Pre-bid Conference Details - both online & offline	Date: Time: Venue:
17.	Last date of receiving Queries	…….
18.	Performance Security	[3% (three percent) or 5% (five percent)] of the Cost of PSS in terms of Clause 2.15 Shall be valid until 60 (sixty) days of the expiry of the Defects Liability Period. In favour of: ********** Payable at: **********
19.	Submission of Performance Security	Within 15 days of issue of Letter of Award (LOA)
20.	Signing of Agreement	Within 15 days of submission of Performance Security
21.	Provision of purchase preference Policy	Latest directives of Central Government regarding purchase preference shall be applicable to the tender

1.2. Brief description of Bidding Process

1.2.1. The Authority has adopted a single stage two packet system (referred to as the "**Bidding Process**") for selection of the Bidder to provide the Project Supervision Services (PSS). The 1st (first) part (the "**Technical Bid**") of the process involves evaluation of the requirements of the technical bid by the interested parties and who submits a Bid in accordance with the provisions of this RFP (the "**Bidder**"). The 2nd (second) part of the process involves opening of financial bids (the "**Financial Bid**") of the bidders qualified in Technical Bid. The Technical and Financial Bid shall collectively be referred as Bid (the "**Bid**"). Bids will finally be ranked according to their combined technical and financial scores as specified in Clause 3.5.

1.2.2. The Bidder would be required to furnish all information specified in this RFP which includes physical submission of required documents in original at the designated office of Authority mentioned in KIT as per the provisions under clause 2.2.1 The Technical Bids of Bidders would be evaluated and only those Bidders that are qualified by the Authority shall be eligible for the 2nd (second) part of the Bidding Process comprising opening and evaluation of their Financial Bids.

1.2.3. A brief description of the Projects is enclosed at Appendix IV of the RFP. This is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys and other detailed examination of the Project before submitting their Bids. Nothing contained in the above description shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the description of the project.

Bidders are advised to examine the Projects in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the project supervision services for the Project.

1.2.4. The Bid document shall be available free of cost through the e-Procurement Portal as mentioned in the KIT. A Bidder is required to submit, along with its Bid, a Bid Security of the amount as mentioned in the KIT (the "**Bid Security**"). The Bidder will have to provide Bid Security through [e- payment Gateway of e-Procurement Portal/Authority]. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security.

1.2.5. Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.6. Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/special messenger or by e-mail or through **e-Procurement Portal**, so as to reach the Authority's Representative in item no. 14 of KIT by the specified date. Such queries or request for additional information shall be dealt as per the provision of Clause 2.12. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries / Request for Additional Information: RFP for providing PROJECT SUPERVISION SERVICES for [*******]"

1.3. Schedule of Bidding Process

1.3.1. The Authority shall endeavour to adhere to the schedule provided in the KIT at Clause 1.1.2.

****

2. Instructions to Bidder(s) (ITB)

2.1. General

2.1.1. The brief and background about PSS is provided in the Introduction. Bidder(s) are advised to inform themselves fully about the site, assignments and the conditions before submitting the bid by visiting [the Project Site area] and Authority office. Please note that no cost of any such visit is reimbursable by Authority.

2.1.2. In case a Bidder possesses the requisite experience and capabilities required for undertaking the supervision services, it may participate in the Selection Process either individually (the "**Sole Bidder**") or as JV/consortium of firms (the "**Consortium**") in response to this invitation. The term bidder (the "**Bidder**") will apply to both a Sole Bidder or a Consortium and its Members. However, no Bidder applying individually or as a Member of a Consortium as the case may be can be Member of another Bidder. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. In case the Bidder is a Consortium, it shall, comply with the following additional requirements to be eligible:

i. Number of Members in a consortium shall not exceed [3 (three)];

ii. Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for Member of the Consortium;

iii. Members of the Consortium shall nominate one Member as the lead member (the "**Lead Member**"), who shall have minimum 51% share in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the PROJECT SUPERVISION SERVICES AGENCY;

iv. The Bid should include a brief description of the roles and responsibilities of individual Members;

v. An individual Bidder cannot at the same time be a Member of a Consortium applying for the PSS. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the PSS;

vi. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Joint Bidding Agreement**"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:

a. clearly outline the proposed roles and responsibilities, if any, of each Member;

b. include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations in relation to the PSS until the completion of the Services in accordance with the contract and the ToR;
c. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Services, if awarded to the Consortium; except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior consent of the Authority.

vii. No change in composition of the Consortium will be submitted to the Authority during the Selection Process and during the subsistence of the PSS.

viii. All the Members of the Consortium shall be liable jointly and severally for all obligations of the PSSA in relation to the PSS until completion of Services in accordance with the Agreement and the ToR.

2.2. Submission of Bids

2.2.1. Bids are to be submitted online only as per the instructions for online bid submission. Bidders are required to retain the original of the submissions uploaded in the e-Procurement Portal till bid validity period, except the Selected Bidder who is required to retain the original of the submissions uploaded in the e-Procurement Portal till completion of the Services. Bidders including Selected Bidder may be required to submit originals of all documents together with their respective enclosures during bid evaluation/after declaration of bid evaluation result by Authority. Bidders or Selected Bidder (including any of its Joint Venture Members) failing to submit the original documents required shall be liable for rejection of Bid, withdrawal of LoA, debarment from bidding in MoR projects for a period upto 5 years or any measures to be undertaken as the Authority deems fit.

2.3. Bid Security for RFP

2.3.1. The Bidder is required to submit an interest free Bid Security as per KIT. Please refer to instructions for online bid submission at the E-Procurement Portal.

2.3.1.1 The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

2.3.1.2 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-V and shall be valid for a period of 90 days beyond the bid validity period.

2.3.1.3 In case, submission of Bid Security in the form of Bank Guarantee Bond, following shall be ensured:

i. A scanned copy of the Bank Guarantee bond shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee bond should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids).

iii. Non submission of scanned copy of Bank Guarantee bond with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement of BG Bond.

2.3.2. Bid security of unsuccessful Bidder(s), if any, shall be returned after issuance of LOA to the Selected Bidder. Bid Security of Selected Bidder, if any, shall be returned after submission of Performance Security as per the provision of this RFP and LOA.

2.3.3. MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'UDYAM REGISTRATION'/ Any other body specified by Ministry of MSME are exempted from the payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

a) District Industries Centres;
b) Khadi and Village Industries Commission;
c) Khadi and Village Industries Board;
d) Coir Board;
e) National Small Industries Corporation;
f) Directorate of Handicraft and Handloom; and
g) Any other body specified by the Ministry of MSME.

However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder(s) during bid submission. The onus of proving that the Bidder is exempted from payment of the

Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.

2.3.4. The Bidder is liable for damages in following cases:

a) If the Bidder withdraws its bid (offer) during the Bid Validity Period.
b) If the Selected Bidder fails to accept the Letter of Award in writing within the time specified in this document or any extension thereof granted by the Authority.
c) If the Selected Bidder fails to sign the agreement within the time specified in this document or any extension there-of granted by the Authority.
d) If the Bidder imposes any condition after the Bid Due Date affecting the original bid.
e) If the Selected Bidder fails to submit the Performance Security within stipulated time.

2.3.5. Under such case as mentioned under Clause 2.3.4, the Bid Security or the Performance Security if submitted, shall be forfeited and the Bidder shall be banned from submission of bids in any works/services tender issued by Ministry of Railways for a period upto5 (five) years from the date of such banning done.

2.3.6. Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including PSS and non-PSS) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred which is enclosed as Appendix I Technical Bid Form-17.

2.3.7. Preference to Make in India

Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020, as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

2.4. Validity of the Bid

The Bid shall be kept valid for a period as mentioned in the KIT.

2.5. Preparation of Bids

i. The Bid as well as all related correspondence exchanged by the Bidder(s) and the Authority shall be written in English language, unless specified otherwise.

ii. In preparing their Bid, Bidder(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.

iii. An authorized representative of the Bidder(s) shall digitally sign the Technical and Financial Bid. The authorization shall be in the form of a written Power of Attorney, as per the format provided in Appendix-I (Technical Bid Form-4), accompanying the Bid and also Power of Attorney for Lead Member in case of Consortium as per the format provided in Appendix-I (Technical Bid Form-5)

2.6. Technical Bid

2.6.1. While preparing the Technical Bid, Bidder(s) must give particular attention to the following:

a) The estimated number of Key Personnel for the PSS/job is provided in Clause 10 of Terms of Reference of this RFP. In line with the requirement, while making the bid, the Bidder must ensure that he proposes the minimum number and type of expert(s) as sought by the Authority above, failing which the bid shall be considered as non-responsive and shall not be evaluated further.

b) Bidders shall submit the Technical Bid in the formats at Appendix- I

c) While submitting the Technical Bid, the Bidder shall, in particular, ensure that:

(i) The Bid Security is submitted as per Clause 2.3;

(ii) All forms are submitted in the prescribed formats and ***all the RFP, Corrigendum, Addendum and Reply to Queries, submitted by bidder shall be digitally signed by the bidder or his representative holding the Power of Attorney***;

(iii) Power of Attorney for Authorised Representative, (in case of Consortium by Authorised Representative of Lead Member of Consortium) if applicable, is submitted in the format provided at is executed as per Applicable Laws;

(iv) Joint Bidding Agreement is executed and submitted as specified in Appendix-I Technical Bid Form-6 in case of Consortium.

(v) The bid is responsive in terms of Clause 2.20.2;

(vi) Failure to comply with the requirements spelt out in this Clause shall make the Bid liable to be rejected.

d) Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.

e) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information the Bidder shall be disqualified forthwith, if the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected if not yet appointed as the PROJECT SUPERVISION SERVICES AGENCY either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, shall be terminated, by a communication in writing by Authority without Authority being liable in any manner whatsoever to the Bidder or Consultant , as the case may be. The award of this PSS to the Bidder at Bid stage may also be liable to cancellation in such an event. In such an event, Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority and the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of up to 5 years from the date of such banning done.

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

2.6.2. The Technical Bid shall not include any financial information. A Technical Bid containing financial information shall be declared as non-responsive.

2.6.3. Authority shall be at liberty to keep the credentials submitted by the Bidders at bidding stage, in public domain and the same may be uploaded by the Authority on Authority's website. Bidders should have no objection if Authority uploads the information pertaining to their credentials as well as of their Key Personnel.

2.6.4. By submitting the Bid, it is also understood that the individual Key Personnel proposed in the bid by the Bidder or any replacement thereof shall have no objection in uploading/hoisting of their credentials by the Authority in public domain.

2.7. Financial Bid

2.7.1. Bidders shall submit the financial bid online in the formats indicated at Appendix-II (the "**Financial Bid**") clearly indicating the total cost of the PSS, in terms of proposed deployment as per Appendix-II, Financial Bid Form-1, and digitally signed by the Bidder's Authorised Representative.

2.7.2. While submitting the Financial Bid, the Bidder shall ensure the following:

i. Financial Bid must be strictly using the formats attached in Appendix-II.

ii. No additional personnel/items/quantities other than that specified in the formats should be proposed by the Bidder.

iii. Payment for the PROJECT SUPERVISION SERVICES shall be paid as per the remuneration rates for services in the financial bid submitted by them and in terms of the provision of this RFP.

iv. The remuneration rates shall be increased as per the provisions under Clause 4.7 of the Agreement. However, for evaluation and award of the Bid, the quoted rates shall be considered without considering the increase in the remuneration rates.

v. All the costs associated with the PSS shall be included in the Financial Bid. These shall normally cover remuneration for all the personnel, accommodation, air fare, travel, equipment, printing of documents, stationary etc. The Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.

vi. The Financial Bid shall take into account all expenses and all tax liabilities except for GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

vii. There is no provision of Mobilization advance in this contract.

2.7.3. The rates quoted shall be firm throughout the period of performance of the PSSA up to and including discharge of all obligations of the PROJECT SUPERVISION SERVICES AGENCY under the Agreement, except the increase in remuneration rates as per 2.7.2 (iv) above.

2.8. Conflict of Interest

2.8.1. A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.

2.8.2. Authority requires that the PSSA provide professional, objective, and impartial advice and services and at all times hold Authority's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The PSSA shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of Authority.

2.8.3. Without limitation on the generality of the foregoing, the PSSA and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

i. If there is a conflict among this and other consulting assignments of the PSSA (including its personnel) and any subsidiaries or entities controlled by such PSSA. The duties of the PSSA depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the PSSA shall not take up any assignment that by its nature will result in conflict with the present assignment.

ii. A firm which has been engaged by the Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing services for the same project. Conversely, a firm hired to provide services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project

iii. A Bidder eventually appointed to provide Services for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier services) till one year from the date of completion of services under this Services.

2.9. Number of Bids

2.9.1. No Bidder or its Associate shall submit more than one Bid for this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or as a member of any consortium, as the case may be.

2.10. Site Visit and Verification of Information

2.10.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, site conditions, other factors having influence on the execution of the project etc., Applicable Laws and regulations or any other matter considered relevant by them.

2.11. Acknowledgement by Bidder

2.11.1. It shall be deemed that by submitting the Bid, the Bidder has:

a) made a complete and careful examination of the RFP;

b) received all relevant information requested from Authority;

c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority or relating to any of the matters referred to in Clause 2.10;

d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.10 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;

e) acknowledged that it does not have a Conflict of Interest and agreed to be bound by the undertaking provided by it under and in terms hereof.

f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matter referred to in

Clause2.11.1 hereinabove shall not a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Agreement

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

2.12. Clarifications / Queries by Bidders

2.12.1. Bidders seeking any clarification on the RFP may send their queries to Authority in writing or through email id and before the date mentioned in Key Information Table.

2.12.2. Authority shall endeavour to respond to the queries at the earliest. The Authority will upload the reply to all such queries on the e-Procurement Portal only

2.12.3. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.12 shall be construed as obliging Authority to respond to any question or to provide any clarification.

2.13. Amendment of RFP

2.13.1. At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda/Response to Pre-Bid queries as uploaded on the e-Procurement Portal and which shall be part of the Agreement to be executed between the Selected Bidder and the Authority.

2.13.2. Any Addendum issued hereunder will only be uploaded on the e-Procurement Portal.

2.13.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.[3]

2.13.4. Any corrigendum/ addendum/ clarifications/ reply to queries issued by Authority for the RFP shall be published only on the e-Procurement Portal and no separate information shall be communicated to individual Bidders.

[3] While extending the Bid Due Date on account of corrigendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. Generally, at least 15(Fifteen) days shall be provided between the date of amendment and the Bid Due Date.

2.14. Letter of Award (LOA) and Signing of Agreement

2.14.1. The Selected Bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The Selected Bidder shall be required to commence the PSS as per the provisions under Clause 3.8.1. Till such time agreement is executed, the LOA will constitute a legal and binding contract between the Authority and the Selected Bidder.

2.14.2. The Selected Bidder shall be required to sign a Contract Agreement within the days as specified in the Key Information Table after submission of Performance Guarantee or within the time as extended by Authority due to administrative reasons for submission of Performance Guarantee as per Clause 2.15.1.

2.14.3. If the Bidder fails to comply with any of the conditions indicated in RFP (unless any period is relaxed by Authority for compelling and genuine reasons and the decision of Authority in such case would be absolute and final), the LOA can be withdrawn duly forfeiting the Bid Security of the Bidder.

2.14.4. In case of any re-tendering, extension of bid submission dates, delay in inviting tenders etc., for the selection of bidder(s) for the WORKS Agreement, due to administrative/legal reasons, Authority reserves the right to either discontinue the services of the PSSA without any claims whatsoever or to direct the PSSA to continue their PSS till successful completion of the activities specified in TOR or to such extended/re-tendered process. Authority's decision in this regard shall be final and binding on the Bidder.

2.15. Performance Security

2.15.1. In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to Authority for a sum equivalent to amount as mentioned in the KIT. The Selected Bidder shall have to submit Performance Security within the days mentioned in the KIT. Extension of time for submission of Performance Security beyond such days and up to 60 (Sixty) days from the date of issue of LOA may be given by Authority on written request of the Selected Bidder. However, a penal interest @15% per annum, on the amount of Performance Security, shall be payable by the Selected Bidder for the period of extension beyond the days mentioned in the KIT. In case Selected Bidder fails to submit the Performance Security even up to 60 (Sixty) days from the date of issue of LOA, the contract shall be terminated by cancellation of LOA and amount of Bid Security shall be forfeited.

2.15.2. The Performance Security shall be payable through RTGS/NEFT in the bank account as mentioned in the KIT, or in the form of Insurance Surety Bond*, or in the form of Bank Guarantee/TDR/Demand Draft/ Bankers' Cheque or Pay Order in favour of as mentioned in the KIT, drawn on any nationalized or scheduled commercial bank. The said Performance Security will be kept valid for duration as mentioned in the KIT. Thereafter as required by the Authority, the same shall be extended further for the required period as may be decided by the Authority. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

*Note (in case Performance Security as Insurance Surety Bond):

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance security, in any form as given above, before expiry of existing Insurance Surety Bond.

2.15.3. The Performance Security shall be released two months after the payment of the final bill and submission of NOC.

2.15.4. Forfeiture of Performance Security

The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Bid, under the following conditions:

i. If a Bidder engages in any of the Prohibited Practices specified in Clause 2.16 of this RFP;
ii. if the Bidder is found to have a Conflict of Interest as specified in Clause 2.8; and
iii. if the Selected Bidder commits a breach of the Agreement.

2.16. Fraud and Corrupt Practices

2.16.1. Authority requires that the Bidder(s) participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, Authority:

i. Defines, for the purpose of this paragraph, the terms set forth below:

(a) "Corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution.

(b) Fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract.

(c) Collusive practices" means a scheme or arrangement whether formal or informal, between two or more /Bidder(s) with or without the knowledge of Authority, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids.

(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

ii. Will reject a bid for award if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

iii. Will sanction the Bidder(s), including declaring the Bidder(s) ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Bidder(s) has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

2.16.2. The Bidder(s) should be aware of the provisions on fraud and corruption stated in the specific clauses in the Conditions of Contract.

2.17. Intellectual Property

2.17.1. The Bidder warrants that in providing the Services it shall not infringe copyright, patent, confidential information or any other intellectual property right of any third party and indemnifies the Authority against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the PROJECT SUPERVISION SERVICES AGENCY relies on or make use of any intellectual property right belonging to a third party, the PROJECT SUPERVISION SERVICES AGENCY would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the Authority. [Development plans, building plans and drawings] prepared/reviewed by the Bidder shall be property of Authority/Railway and Authority/Indian Railways shall be at liberty to use it freely at any place without paying any royalty.

2.17.2. The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the Authority absolutely. Authority will be the owner of the copyright in the works produced during the course of providing service. Authority has the right to use the same anywhere else, without paying extra compensation to the PROJECT SUPERVISION SERVICES AGENCY.

2.18. Confidentiality

2.18.1. Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Bidder(s) who submitted the bid or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its bid and may be debarred from participating in future tenders for the period of two year.

2.19. Foreign Companies

Global tender enquiry shall not be invited for Tenders value up to Rs 200 Crore as per Letter No. F.12/17/2019-PPD dated 28.05.2020 issued by Ministry of Finance, Govt of India including Letter No. F. 04.1.2021-PPD Government of India, Ministry of Finance, Department of Expenditure, Letter Dated the 03rd August 2021.[4] Foreign companies registered in India under Companies Act and having offices in India shall be allowed to bid.

2.20. Evaluation of Bids

2.20.1. Authority shall open the Bids at date and time as provided in Key Information Table.

2.20.2. Prior to evaluation of Bids, Authority will determine whether each Bid is responsive to the requirements of the RFP. Authority may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

i. the Technical Bid is received in the form specified at Appendix-I;
ii. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13;
iii. it is accompanied by the Bid Security as specified in Clause 1.2.4.
iv. it is digitally signed and marked as stipulated in this RFP;
v. it is accompanied by the Power of Attorney as specified in Clause 2.5;
vi. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-I Technical Bid-Form-5.
vii. Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix I Technical Bid Form-6.
viii. it contains all the information (complete in all respects) as requested in the RFP;
ix. it does not contain any condition or qualification; and
x. it is not non-responsive in terms hereof.

2.20.3. Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Bids.

2.20.4. Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process and the criteria set out in Section 3 of this RFP.

[4]Please refer to website under Department of Expenditure for updates if any https://www.doe.gov.in/procurement-policy-divisions?page=2

3. Criteria for Eligibility& Evaluation

3.1. Conditions of Eligibility of Bidders

3.1.1. Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein.

3.1.2. To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

(A) **Technical Capacity**: Technical Capacity shall be ascertained as per para 3.2.2(1) of RFP.

(B) **Financial Capacity**: The Bidder shall have received total income equal to 150 % of the estimated cost of the Project Supervision Services mentioned in item No. 2 of the KIT (para 1.1.2) from professional(consultancy) fees in the 3 (three) financial years preceding the Bid Due Date. For the avoidance of doubt, professional fees refer to fees received by the Bidder for providing consultancy and/or supervision to its clients.

In case of Consortium, the Financial Capacity of only the Lead Member will be considered. Moreover, each members of the Consortium should have at least 25% of the Financial Capacity for the purpose of further evaluation for the eligibility of the Consortium.

(C) **Availability and conditions of Eligibility for Key Personnel**: The Bidder shall offer and make available all Key Personnel meeting the requirements specified in Clause 10 related to Manpower Deployment under the Terms of Reference of this RFP.

Failure of Team Leader to meet the eligibility criteria as per Clause 10 related to Manpower Deployment under the Terms of Reference of this RFP shall result in summary rejection of the offer.

3.1.3. Eligible Assignment

For the purpose of Technical Capacity and evaluations, the Project Management Consultancy/ Services contracts shall qualify as Eligible Assignment, (the **"Eligible Assignment"**), if:

(a) the assignment is directly awarded to the Bidder by a Govt. Department / PSUs; or by a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of Bid by the Bidder to the Authority. In case of foreign assignment, work experience for only Government bodies shall be considered.

(b) the nature of the projects for which the above Project Management Consultancy/ Services have been engaged for construction, falls under the following categories:

SN	Tendered Work		Similar Work
1	Linear Project (NL, GC, Multi tracking etc.)	(a)Railway Project	✓ Any linear engineering project of - Railway / Metro / High Speed Rail (HSR) / Monorail /Regional Rapid Transit (RRT) Systems
		(b)Other Projects	✓ National Highway or State Highway or Expressway or other road projects; ✓ Power Transmission Lines; ✓ Canals, dams
2	Other than linear projects (Station Buildings, Colonies, workshops, etc.)	(a) Railway Project	✓ Any linear engineering project of - Railway / Metro High Speed Rail (HSR) / Monorail /Regional Rapid Transit (RRT) Systems ✓ Railway Stations ✓ Railway Colonies ✓ Railway Workshops ✓ Multi modal transport hub involving Railways ✓ Commercial development of Railway Area
		(b)Other Projects	✓ National Highway or State Highway or Expressway or other road projects; ✓ Power Transmission Lines; ✓ Canals, dams Airport terminals ✓ Ports, ✓ integrated check posts, ✓ bus terminals ✓ Commercial/Residential real estate project ✓ Parking Complexes

3.1.4 If for projects undertaken abroad, payments and financial figures are expressed in currencies other than INR, then the same will be converted to equivalent INR. For conversion of their currencies to Indian Rupees, the rate of conversion shall be as per the Reserve Bank of India (RBI) reference rate or as per reference rate provided by the agency authorized by RBI as on the first day of the month preceding the month of opening of Bid. In case of currencies not indicated under the RBI reference rate or reference rate provided by the agency authorized by RBI, the same shall be converted to US$ as per IMF reference rate as on the conversion date and the amount so derived in US$ shall be converted into Indian Rupees as per the US$ RBI reference rate or as per reference rate provided by the agency authorized by RBI as on the conversion date. For currency not covered above, it shall be converted to US $ as per the exchange rate published by Central Bank of the respective country for US$ for such currency and then derived US$ available will be converted as per this Clause.

NOTES:

i. Substantially Completed Eligible Assignment means an ongoing Eligible Assignment

in which the Bidder has received at least 90% of the present contract value (excluding the payment made for adjustment of Price Variation (PVC), if any) on or before the last day of month previous to the one in which tender is invited has been made to the Consultant in that ongoing Eligible Assignment and no proceedings of termination of contract on Consultant's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

ii. In case an Eligible Assignment is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed Eligible Assignment shall be considered for fulfilment of credentials.

iii. If an Eligible Assignment is physically completed and a completion certificate to this extent is issued by the Client but final bill is pending, such Eligible Assignment shall be considered as 'Completed Eligible Assignment' for fulfilment of credentials.

iv. In case of completed Eligible Assignment, the value of final bill (gross amount) excluding the PVC amount (if paid) shall be considered as the completion cost of Eligible Assignment. In case final bill is pending, only the total gross amount already paid excluding the PVC amount (if paid) shall be considered as the completion cost of Eligible Assignment.

v. In case of substantially completed Eligible Assignment, the total gross amount already paid excluding the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed Eligible Assignment.

vi. Sub-consultancy will not be considered as eligible experience.

vii. In case the work experience is for the work executed outside India, the Bidder(s) have to submit the completion / experience certificate issued by the owner/ director of the company/ government authority of availing services duly signed & stamped, and affidavit to the correctness of the completion / experience certificates. The Bidder shall also get the completion/experience certificate attested by the Indian Embassy / Consulate / High Commission in the respective country. In the event of submission of completion / experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.
For member countries of Hague Convention, Apostille certificate will be accepted if it is done by the Govt. of that country or its authorized agency.

viii. In case the Bidder claims its relevant experience from an assignment undertaken in a JV/Consortium, receipts from its share of the fee from such assignment, as certified by Statutory Auditor or CA as the case may be, shall be reckoned to be considered as an Eligible Assignment.

ix. For claiming the desired experience, Bidder shall have to submit a valid proof, i.e. Certificate issued by the 'Client'. The client is defined in Clause 3.1.3 (a) of Request for Proposal.

3.1.5 The Bidder shall enclose with its Bid, certificate(s) from its Statutory Auditors[$] stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Bid. In the event that the Bidder 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 Bidder. All forms verified/certified by Statutory Auditor or CA should have clear mention of UDIN number.

3.2. Evaluation of Technical Bid

3.2.1. In the first stage, the Technical Bid will be evaluated as per clause 3.2.2. Based on the technical evaluation, only those Bidders whose Technical Bids score is 49 or more out of 70 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST). They will be designated as T1, T2, T3, T4 and so on based on their Technical Score (ST) from highest to lowest respectively.

3.2.2. The scoring criteria to be used for evaluation shall be as follows.[5]

<table>
<tr><th>Item Code</th><th>Parameter</th><th>Maximum Marks</th><th>Criteria</th></tr>
<tr><td>1.</td><td>Relevant Experience of the Bidder</td><td>200</td><td>For each successfully completed or substantially completed Eligible Assignment (s) in terms of Clause 3.1.3 (b) and Note (i) of Clause 3.1.4 during last 07 (seven) years, ending last day of month previous to the one in which tender is invited, marks shall be allotted as under, subject to a maximum of 200 marks:
<table>
<tr><th rowspan="2">Value of Eligible Assignment (in %) with respect to the advertised value of present tender</th><th colspan="2">Marks for</th><th colspan="2">Weightage for</th></tr>
<tr><th>Fully complete</th><th>Substantially Complete</th><th>Railway Project</th><th>Other Projects</th></tr>
<tr><td>More than 30 but less than or equal to 50</td><td>20</td><td>16</td><td rowspan="3">1</td><td rowspan="3">0.8</td></tr>
<tr><td>More than 50 but less than or equal to 75</td><td>30</td><td>24</td></tr>
<tr><td>75 & above</td><td>40</td><td>32</td></tr>
</table>
Note:
1. In case of a Consortium, experience of the Consortium as a whole or any of its constituent Members shall be considered.
2. Bidder shall provide information of eligible assignments in the Technical Bid Form 18 of Annexure-1.</td></tr>
<tr><td>2.</td><td>Average Annual</td><td>150</td><td>3 marks for each crore or part thereof subject to maximum of 150 marks.</td></tr>
</table>

	Revenue of Bidder from professional fees received for providing consultancy and/or supervision to its clients, in the past 3 financial years –Form 7, Appendix 1		Turnover of all JV partners shall be considered for marks.
3.	Relevant Experience of Key Personnel - *Team Leader cum Project Manager (the "Team Leader")* **Note: The Team Leader should be on the rolls of the Bidder or the Team Leader to give an undertaking that he/she will join the bidder on award of bid.**	70	14 mark for experience as project manager/team leader in each completed Eligible Assignment and 10 marks for each substantially completed Eligible Assignment in terms of Note (i) of 3.1.4, subject to maximum of 70 marks for Team Leader OR In case of Railway/PSU employee in terms of Clause 10 of TOR, 5 marks for each year of work experience, subject to maximum of 70 marks. Minimum required Qualification to be as per clause 10.1 of TOR.
	Relevant Experience of Key Personnel- *Resident Engineer [Civil/Bridge / Electrical/ S&T]* Note: The	100	15 mark for experience as project manager/resident engineer/domain expert in each completed Eligible Assignment and 12 marks for each substantially completed Eligible Assignment in terms of Note (i) of 3.1.4, subject to maximum of 100 marks for Resident Engineer OR In case of Railway/PSU in terms of Clause 10 of TOR, 10 marks for each year of work experience, subject to maximum of 100 marks. Minimum required Qualification to be as per clause 10.1 of TOR.

	Resident Engineer should be on the rolls of the Bidder or he/she should give an undertaking that he/she will join the bidder on award of bid.		

NOTE (IMPORTANT):

1) *The Team Leader should be on the rolls of the Bidder or the Team Leader to give an undertaking that he/she will join the bidder on award of bid. All other Key Personnel shall be directly employed/engaged with the Bidder prior to the commencement of services.*

2) *Age of any Personnel proposed.*

S. No	Personnel	Maximum age in years as on Bid Due Date to be considered for evaluation should not be more than
1	Team Leader cum Project Manager/Project Manager	[******] 65 years
2	Senior Engineer	[******] 50 years
3	Junior Engineer	[******] 45 years
4	All other Categories	[******] 50 years

2.1 Key Personnel is defined as personnel whose marks are considered for the evaluation of Bid i.e. Team Leader cum Project Manager and Resident Engineer (Civil/Electrical/S&T).

2.2 Authority can give exemption to age relaxation up to 25% personnel (maximum) for other than Key Personnel (for whom no marks are considered for evaluation of bid).

2.3 Maximum age during the deployment for any person shall be 70 years for key personnel/65 years for other than key persons.

2.4 In case of Retired Railway/PSU Personnel an age relaxation up to Five (05) years will be considered for key personnel.

3) *Key Personnel proposed should not have any history of involvement in vigilance/CBI/SPE/Police case resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction. He should not have been terminated on the ground of incompetency, indiscipline, corrupt practices etc. by the employer.*

4) *Where the number of Key Personnel requirements specified is more than one under a particular category, each Key Personnel shall be evaluated against the proportionate number of marks specified for that category. For example, the marks for individual Project Architect in the above table shall be 20 if requirement of two Project Managers is specified i.e., 40 divided by 2. The total score for the category of Project Manager shall be the sum of the individual scores of all personnel proposed as Project Managers.*

5) *For the purposes of evaluation under this Clause 3.2.2 the Key Personnel mentioned under this Clause 3.2.2 shall be considered. Bidder is required to submit all details and*

<table>
<tr><td></td><td colspan="3">requirements as mentioned in Technical Bid Form-12 of Appendix – I under this RFP for all Key Personnel. Regarding other Personnel as mentioned under Clause 10 of Terms of Reference, the bidder has to submit a certificate regarding their suitability as per Technical Bid Form-19 of Appendix-I under this RFP.</td></tr>
<tr><td>4.</td><td>Quality of Proposed technical approach, methodology and work plan and interaction with team.</td><td>180</td><td>Evaluation will be based on the quality of submission and presentation by the Bidder on proposed methodology & work plan. The Bidder shall be required to make the 15 minutes Technical Presentation by Team Leader proposed to be deployed for the PSS on due date and time (to be notified) and will be followed by 15 minutes of question-and-answer session either physically or online through Video Conference.
<table><tr><td>Criteria</td><td>Marks</td></tr><tr><td>Proposed methodology and work plan</td><td>90</td></tr><tr><td>Interaction with Team Leader</td><td>90</td></tr></table></td></tr>
<tr><td></td><td>Grand Total</td><td colspan="2">700</td></tr>
<tr><td></td><td>Technical Score</td><td colspan="2">Grand Total (as per Item Code 5 above)/10</td></tr>
</table>

3.3 Shortlisting of Bidders

3.3.1. Of the Bidders ranked as aforesaid, if the number of pre-qualified Bidders is less than two, Authority may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 49 even if such Bidder(s) do(es) not qualify in terms of Clause 3.2.1; provided that in such an event, the total number of pre-qualified and short-listed Bidders shall not exceed two.

[$]No separate annual financial statements should be submitted.

[5] The scoring criteria is indicative and based on the nature and size of the Project, it may be customized by the Authority on case-to-case basis.

3.4. Evaluation of Financial Bid

3.4.1. After the technical evaluation as above, the Financial Bids of top 6 (six) Bidders only with highest technical scores (i.e., T1, T2, T3, T4, T5 and T6 only) shall be opened.

3.4.2. After the Financial Bids are opened as above, the Financial Bids will be ranked from lowest to highest and designated as L1, L2, L3, L4, L5 and L6 respectively. (F = amount of Financial Bid).

3.4.3. For financial evaluation the total cost indicated in the Financial Bid will be considered.

3.4.4 Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the **PROJECT SUPERVISION SERVICES AGENCY**.

3.4.5. Each of the above six Financial Bids (i.e., L1, L2, L3, L4, L5 and L6) will be assigned a Financial score (SF). The lowest Financial Bid (L1) will be given a financial score (SF) of 30 points. The financial scores of other Bids will be computed as follows:

SF of L1 = 30
SF of L2 = 30 x L1/L2
SF of L3 = 30 x L1/L3
SF of L4= 30 x L1/L4
SF of L5 = 30 x L1/L5
SF of L6 = 30 x L1/L6

3.5. Combined Techno-Financial Evaluation (QCBS)

3.5.1. The Combined technical (ST) and financial (SF) scores will be computed as follows:

S=ST+SF

Where S is the Combined Score. The Bidder scoring the highest Combined Score shall be designated as H1.

3.6. Selection of PROJECT SUPERVISION SERVICES AGENCY

3.6.1. The Selected Bidder shall be the first ranked Bidder H1.

3.6.2. The Authority shall annul the Bidding Process in case the first ranked Bidder withdraws, or fails to comply the requirements specified in this RFP.

3.6.3. In the event that two or more Bidder(s) obtained equal marks in overall marks obtained (S), the Bidder(s) have higher technical score will be finally awarded the contract. However, in case technical score is also equal then the Bidder(s) having higher financial capacity in terms of clause 3.1.2 (B) of RPP shall be awarded the contract.

3.7. Execution of Agreement

3.7.1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the days as mentioned in the KIT. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

3.8. Commencement of PSS

3.8.1. The PROJECT SUPERVISION SERVICES AGENCY shall commence the services at the Project Site from the date as mentioned in the LOA. The Authority at its discretion may issue instruction to commence the services from a date later than the one mentioned in the LOA. However, the Authority shall provide at least [30 days] period for deployment and commencement of services in terms of any revision of the date mentioned in the LoA. The actual date of commencement of Services by the PROJECT SUPERVISION SERVICES AGENCY in terms of this clause 3.8.1, shall be the effective date (the "Effective Date") for commencement of Services under this Agreement.

****

4. Miscellaneous

4.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Delhi] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Bidder in order to receive clarification or further information;

c) retain any information and/or evidence submitted to Authority by, on behalf of and/or in relation to any Bidder; and/or

d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

4.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

4.4. All documents and other information supplied by Authority or submitted by a Bidder shall remain or become, as the case may be, the property of Authority. Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

4.5. Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULES

Schedule 1: Form of PSS Agreement

FORM OF PSS AGREEMENT

DATED

BETWEEN

……[name of Zonal Railway] ……
(Ministry of Railways, Government of India)

AND

M/s _____

FOR

PROVIDING PROJECT SUPERVISION SERVICES FOR [*******]

PSS AGREEMENT

This AGREEMENT (hereinafter called the "**Agreement**") is made on the..... day of the month of..... 20…., between, on the one hand, the President of India acting through **********having its office at ……(hereinafter called the " **Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, M/s ********** having their office at …… (hereinafter called the "**PROJECT SUPERVISION SERVICES AGENCY**" or "**PSSA**" which expression shall include their respective successors and permitted assigns).

WHEREAS

(1) The Authority under Ministry of Railways, Government of India is engaged in the development, operation and maintenance of railway infrastructure and [has been given the responsibility to *******]

(2) The Authority is desirous for engagement of PROJECT ENGINEER for providing PROJECT SUPERVISION SERVICES for[*******]

(3) The Authority has issued Request for Proposal for the PSS mentioned at S.No. (2) above (hereinafter referred to as 'RFP'), vide Tender No. _____. Both 'Terms of Reference and 'Instructions to Bidder(s)' form an integral part of this contract.

(4) The PROJECT SUPERVISION SERVICES AGENCY is a firm having particular skill and expertise in the field which the Authority wishes to use and hence Authority has selected the PROJECT SUPERVISION SERVICES AGENCY pursuant to this RFP for the purposes of the Project and he has agreed to provide services to the Authority as per Terms of Reference (TOR) (hereinafter referred to as "the **PSS**" or "the **Services**").

(5) The Bidder shall provide the PSS for the [*******] mentioned at S.No. (2) above (hereinafter referred to as "**the Site**").

(6) The RFP along with Annexure to this Agreement form an integral part of the contract.

NOW THE PARTIES HEREBY AGREE: -

1. Interpretation

1.1. In this Agreement the following expressions shall have the following meanings: -

"**Agreement**" means this Agreement including **'Terms of Reference'** and **'Instructions to Bidders'** of the Request for Proposal (RFP) for providing PROJECT SUPERVISION

SERVICES for[*******]and all amendments and modifications thereto made in accordance with the provisions hereof or which are incorporated herein expressly by reference.

"**Confidential Information**" includes all information supplied by the Authority to the PROJECT SUPERVISION SERVICES AGENCY about the Project or the Authority's affairs or finances or which comes into the possession of the PROJECT SUPERVISION SERVICES AGENCY during the course, or as a consequence, of it providing the Services to the Authority.

"**PROJECT SUPERVISION SERVICES AGENCY's personnel**" shall include the PROJECT SUPERVISION SERVICES AGENCY's employees; any person engaged to provide services by the PROJECT SUPERVISION SERVICES AGENCY and any other person acting on behalf of the PROJECT SUPERVISION SERVICES AGENCY.

"Force Majeure" means riots, war, exceptional weather conditions for the time and location of the Services, or any other cause beyond the reasonable control of the affected party which by exercise of reasonable diligence could not have been prevented or provided against, except financial distress.

"**Member**", in case the PSSA consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;

"Party" means the Authority, or the PROJECT SUPERVISION SERVICES AGENCY referred to individually; "Parties" means Authority and the PROJECT SUPERVISION SERVICES AGENCY collectively.

1.2. In this Agreement: -

1.2.1. A reference to any Act of Parliament or to any other legislative instrument shall also include a reference to any consolidation, amendment or re-enactment of the Act.

1.2.2. The various headings appearing in this Agreement are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this Agreement.

2. PSSA

2.1. The Authority hereby engages the PROJECT SUPERVISION SERVICES AGENCY to provide Project Engineers for providing PROJECT SUPERVISION SERVICES for [*******] on the terms and conditions set out in this Agreement.

2.2. The Services shall commence on Effective Date as per the Clause 3.8.1 and shall be completed as per the detailed timeframe indicated in the Terms of Reference (TOR) of the 'RFP'.

2.3. Authority of Member-in-charge

In case the PSSA consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the PSSA's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

3. PROJECT SUPERVISION SERVICES AGENCY's Services

3.1. The PROJECT SUPERVISION SERVICES AGENCY shall provide the Services with due diligence, to the best of its ability and making full use of its skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of Authority.

3.2. In providing the Services, the PROJECT SUPERVISION SERVICES AGENCY shall devote such time and effort as may be required to ensure proper performance of project engineers deployed as per authority's requirements.

3.3. Time is the essence of the contract. Internal target dates/Project Milestones and other days/duration as specified in the WORKS Agreement, should be strictly adhered to by the PROJECT SUPERVISION SERVICES AGENCY, failing which Authority will have the right to take action against the PROJECT SUPERVISION SERVICES AGENCY in accordance with the contract which includes, and is not restricted to, imposition of liquidated damages vide Clause 4 of this Agreement and termination as per Clause 6 of the Agreement.

3.4. In providing the Services the PROJECT SUPERVISION SERVICES AGENCY shall comply with all the prevailing laws and legislation in force, both local and Central.

3.5. The PROJECT SUPERVISION SERVICES AGENCY shall, apart from providing services as mentioned in TOR of the RFP,

a. Hold meetings with the Authority and the Contractor as often as the Authority/Contractor reasonably requires during the period of this Agreement,

b. Liaison with the Authority and the Contractor as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,

c. At all times act in good faith; and

d. Report to the Authority in writing of progress as per the specified timelines.

3.6. The PROJECT SUPERVISION SERVICES AGENCY shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the PROJECT SUPERVISION SERVICES AGENCY and to all personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with personnel of the PROJECT SUPERVISION SERVICES AGENCY and verify the records relating to the Services for his satisfaction.

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

3.8. PROJECT SUPERVISION SERVICES AGENCY's actions requiring the Authority's prior approval: The PSSA shall obtain the Authority's prior approval in writing before taking any of the following actions:

a) appointing such members of the Key Personnel as are not listed in the Technical Bid Appendix-I, Technical Bid Form-8

b) any other action that is specified in this Agreement

3.9. Accuracy of Documents and/or Services

The PROJECT SUPERVISION SERVICES AGENCY shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, supervision/quality control, estimates and all other details prepared and/or undertaken by it as part of its Services. Subject to the provisions of Clause 8.1, it shall indemnify the Authority against any inaccuracy or deficiency in its work which might surface during implementation of the Project, if such inaccuracy or deficiency is the result of any negligence or inadequate due diligence on part of the PROJECT SUPERVISION SERVICES AGENCY or arises out of its failure to conform to good industry practice. The PROJECT SUPERVISION SERVICES AGENCY shall also be responsible for promptly correcting, at its own cost and risk, the works, the documents including any re-survey/ investigations/supervision.

3.9.1. If the Authority is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non-compliance of any of the provisions of the Agreement, a deduction of Rs.25,000/- or higher but not exceeding 1% of the monthly payment for PSS to PSSA shall be applicable for each instance of non-performance/non-compliance.

3.9.2. Notwithstanding anything contained above, the PSSA must ensure to perform/take corrective action on the particular non-performance/non-compliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of Agreement as decided by the Authority.

3.9.3. If more than 5 incidents occur requiring deductions as mentioned in 3.9.1 above, the Authority may initiate action to terminate the Agreement due to unsatisfactory performance, on the recommendations of Authority or its authorized representative.

3.9.4. In case an item of work is certified by the PSSA and paid to the Contractor and the work is found to be defective, sub-standard or resulting in over payment to the Contractor during subsequent checks by the Authority, or any other agency legally authorised to do so, requiring replacement/remaining work to be undertaken as required under the payment milestones of the WORKS Agreement/Other assigned works, the PSSA shall ensure that the same is complied without any additional cost to the Authority through accounting of payments made to the Contractor as per the provisions of the WORKS Agreement and without any payment for the deployment of PSSA personnel against such works towards replacement/remaining work undertaken by Contractor. The PSSA shall also enquire as to the reasons for such failure and submit a report on the same to the Authority indicating the remedial measures to be taken to prevent recurrence of such incidents in future. Without limitation to any other actions or damages as contemplated under this Agreement by the Authority, deductions in payments as envisaged under Clause 3.9.1 shall also be applicable. Further, if it is detected that any such act has been committed wilfully, the concerned personnel of PSSA shall be removed immediately from the project/unit and he shall be debarred to work in any assignment under Ministry of Railways for up to 5 years. In addition, action may be taken against the PSSA for termination of the Agreement and also initiate any action against the PSSA as per the Applicable Laws.

3.9.5. The PSSA is responsible for ensuring safety of workers, Railway assets, Rolling stocks and Railway users on the works being carried out by the Contractor. In case any accident happens at work site which results in loss of life and it is found after inquiry conducted by

Authority/Railway/Commissioner of Railway Safety(CRS) that safety measures were lacking, Authority shall impose a penalty @ Rs. 5 Lacs on the PSSA for every such incident.

3.9.6. Failure in certification of Stage, Interim or Final payment by the PSSA as envisaged under Clause 5.6 of Terms of Reference and provisions of the WORKS Agreement, shall entitle Authority to a deduction of Rs 25,000/- per day of delay.

3.9.7. Not withstanding anything contained above, the Authority may initiate proceedings for declaring the PSSA as "Poor Performer/Banning of Business Dealings" for the default(s)/failure(s) noted of the PSSA in performance of their assignment depending upon the gravity/frequency of the default/failure.

3.10. PROJECT SUPERVISION SERVICES AGENCY 's personnel:

a) General: The PROJECT SUPERVISION SERVICES AGENCY shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

b) Deployment of Personnel: The designations, names and the estimated periods of engagement in carrying out the Services by each of the PROJECT SUPERVISION SERVICES AGENCY's personnel are described in this Agreement.

c) Approval of Personnel: The Key Personnel listed in the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority. If the PROJECT SUPERVISION SERVICES AGENCY hereafter proposes to engage any person as professional personnel, it shall submit to the Authority its proposal along with a CV of such person in the format provided in the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof in terms of the provisions of the RFP.

In case the proposal is rejected, the PROJECT SUPERVISION SERVICES AGENCY may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Authority.

3.11. Substitution of Key Personnel:

3.11.1. The Authority expects all the Key Personnel specified in the Bid to be available during implementation of the Agreement. In case of non-commencement of services upto180 (one hundred and eighty) days from the Bid Due Date due to reasons attributable to Authority, reasons of any incapacity, death or any reason beyond the reasonable control of the PROJECT SUPERVISION SERVICES AGENCY, the Selected Bidder shall be permitted for

replacement of all Key Personnel. Such replacement shall be subject to the condition that the personnel proposed to be engaged as replacement shall be equally or better qualified meeting the stipulated qualification criteria to the satisfaction of the Authority without considering the same as replacement/substitution and without any deduction.

3.11.2. Replacement of up to 40% of Key Personnel shall be permitted subject to reduction of remuneration (i.e., man-month rate) equal to 5% (five per cent) specified for that Key Personnel from the date of replacement. In case of total replacement above 40% and up to 65%, such reduction in remuneration shall be equal to 10% (ten per cent) and for subsequent replacement such reduction shall be equal to 15% (fifteen per cent), except for reasons of any incapacity, death or any reasons beyond the reasonable control of the PROJECT SUPERVISION SERVICES AGENCY.

Such replacement shall be subject to the condition that the personnel proposed to be engaged as replacement shall be equally or better qualified meeting the stipulated qualification criteria to the satisfaction of the Authority.

3.11.3. If the Authority finds that any of the PSSA's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Authority determine that such personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the PSSA shall, at the Authority's written request, provide a replacement. In the event that any of personnel is found by the Authority to be incompetent or in capable in discharging assigned duties, as per the direction of the Authority the PSSA shall provide equal or better replacement.

3.12. Working hours, overtime, leave, etc. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the PROJECT SUPERVISION SERVICES AGENCY's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is excluded from the man days of service set forth in Appendix-II, Financial Bid Form-1 or subsequently as per the approved deployment schedule of Key Personnel. Any taking of leave by any personnel for a period exceeding 3 (three) days shall be subject to the prior approval of the Authority, and the PSSA shall ensure that any absence on leave will not delay the progress and quality of the Services. The person designated as the Team Leader of the PROJECT SUPERVISION SERVICES AGENCY's Personnel shall be responsible for the coordinated, timely and efficient functioning of all the personnel. He shall be responsible for day-to-day performance of the Services. The personnel for site supervision shall be deployed as per the requirements of the Contractor's works to be supervised. The PSSA shall work as per the work program of the

WORKS Contractor. In this context in case the work plan of the PSSA needs suitable modifications, the same shall be carried out and submitted to the Authority for consideration. The PSSA hours of work normally shall match with that of Contractor's activities on the site. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

4. Delays in providing the Services by the PROJECT SUPERVISION SERVICES AGENCY (PSSA) and Extension of Time

4.1. The PROJECT SUPERVISION SERVICES AGENCY (PSSA) has submitted a Performance Security to Authority for a sum equivalent to [3% (three percent) / 5% (five percent)][7] of the Cost of the PSS amounting to Rs._____/- (Rupees _____ only) in the form of Insurance Surety Bond*, in the form of Bank Guarantee/ TDR/ Demand Draft/ Bankers' Cheque or Pay Order in favour of "**********_____" ,drawn on any nationalized or scheduled commercial bank and payable at ********.

4.2. The said Performance Security will be kept valid for duration as mentioned in the KIT. Thereafter as required by the Authority, the same shall be kept valid for three months or for such period, as may be decided by Authority, over and above the scheduled period of completion of work. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

4.3. **Delays:** Any delay by the PROJECT SUPERVISION SERVICES AGENCY in the commencement or delay in performance of its contractual obligations shall render the PROJECT SUPERVISION SERVICES AGENCY liable to any or all of the following:

a) Imposition of Liquidated damages (L.D.) @ 0.5% of the Agreement Value per week, subject to maximum of 5% of the Agreement Value. This may also include forfeiture of Performance Security.
b) Non-submission of final report by due date (unless the same is due to Authority's administrative delays) may also attract levy of L.D.
c) Termination of the contract, in terms of Clause 6 below.

7 Please retain as per govt. guidelines

4.4. **Extension of Time:** Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the PROJECT SUPERVISION SERVICES AGENCY, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the PROJECT SUPERVISION SERVICES AGENCY encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify Authority in writing of the fact of the delay, its likely duration and its causes.

As soon as practicable, after receipt of the PROJECT SUPERVISION SERVICES AGENCY's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the PROJECT SUPERVISION SERVICES AGENCY's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.5. **Agreement Value:**

4.5.1. Except as may be otherwise agreed under Clause 4.8 and subject to Clause 4.5.2 and 4.6, the payments under this Agreement shall not exceed the value including any reimbursable expenses[8], if any, and specified herein (the **"Agreement Value").** The Parties agree that the Agreement Value is Rs. ……. (Rupees. …….).

4.5.2. Notwithstanding anything to the contrary contained in Clause 4.5.1, if pursuant to the provisions of Clauses 4.8, the Parties agree that additional payments shall be made to the PSSA in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause4.5.1 above, the Agreement Value set forth in Clause 4.5.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

4.6. Variation: Any extra work carried out or deployment by the PROJECT SUPERVISION SERVICES AGENCYon the instructions of Authority which is not included in the scope or deployment of PSSA shall be executed as per man days rates agreed upon between Authority and the PROJECT SUPERVISION SERVICES AGENCY in terms of Clause 10.3 of Terms of Reference, before execution of such services. For avoidance of doubt, it is clarified that for any extra work or deployment (including additional services due to extension of time), the payments shall be made as per the rates or provisions available in this Agreement, however, wherever such rates or provisions are not available the same shall be mutually agreed before execution of such services.

[8]Reimbursable expenses to be included only if the reimbursement of expenses is also envisaged against the estimate of costs in the Financial Bid

4.7. Payment to the PROJECT SUPERVISION SERVICES AGENCY

Payment to the PSSA for the Services shall be made in terms of Clause 11 of Terms of Reference. It may be further noted that the remuneration rates against the deployment of Key Personnel shall be adjusted as per the following provisions related to the price adjustment, the "**Price Adjustment**". The amounts payable to the PSSA at the accepted remuneration rates as per Agreement shall be adjusted by the formulae prescribed in this clause.

4.7.1. **Adjustment Formulae**: Remuneration rates for the first 12 months from the date of commencement of services shall remain the same as accepted by the Authority and indicated in the Agreement. From the beginning of 13th month from the date of commencement of services, remuneration rates shall be adjusted as per the formula given below for every 12 months.

i. When adjustment due date falls before original date of completion of services

$$R_l = R_{lo} \times \left[0.1 + 0.9 \frac{I_l}{I_{lo}} \right]$$

ii. When adjustment due date falls in extension period for which extension is sanctioned for reasons not attributable to the PSSA

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

Where,
R_l is the adjusted remuneration,
$R_{lo}$is the remuneration payable on the basis of the rates set forth in accepted rates of remuneration of all Personnel,
I_l is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the date of completion of every 12 months from date of commencement of services and,
I_{lo} is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the closing date of submission of proposals.

iii. In addition to the above, in case any personnel is continuing for more than 12 months from date of his/her deployment then the PSSA shall be entitled for increase in monthly remuneration rate @ 3% of the accepted monthly remuneration rate of such personnel, on completion of every 12 months.

In case new category of Key Personnel is required to be deployed (not provided in the Agreement), the base rate would be fixed as per Clause 10.3 similar personnel or with mutual consent of both parties in case of not similar personnel and adjustment as above shall be applicable after 12 months from the initial deployment of such category.

4.7.2. Price Adjustment shall not be applicable during the extension period for which extension is sanctioned for reasons attributable to the PSSA.

4.8. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.5.2 and 5 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

5. **Force Majeure**

5.1. The PROJECT SUPERVISION SERVICES AGENCY shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

5.2. If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, the PROJECT SUPERVISION SERVICES AGENCY shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.3. However, Authority may terminate this Agreement by giving a written notice of minimum 7 days to the PROJECT SUPERVISION SERVICES AGENCY, if as a result of Force Majeure, the PROJECT SUPERVISION SERVICES AGENCY is unable to perform a material portion of the services for a period of more than 30 days. Material portion of the services for the purposes of this clause is defined in terms of deliverable and time frames mentioned in 'Terms of Reference' of the RFP. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.

6. Termination

6.1. Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the PROJECT SUPERVISION SERVICES AGENCY has rendered all the services to the satisfaction of the Authority and the same are accepted by Authority.

6.2. The Authority may, by giving notice in writing, immediately terminate this Agreement if the PROJECT SUPERVISION SERVICES AGENCY or any of the PROJECT SUPERVISION SERVICES AGENCY's personnel:

6.2.1. Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the PROJECT SUPERVISION SERVICES AGENCY within ten days of receipt of a notice from Authority specifying the breach and requiring its remedy.

6.2.2. Having remedied the breach referred to in sub-paragraph 6.2.1 further breaches the terms of the Agreement on two or more occasions.

6.2.3. Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by Authority of any Confidential Information.

6.2.4. commits any offence under the Prevention of Corruption Act 1988.

6.2.5. Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning.

6.2.6. Is guilty of delay in commencement of services or delay in performance of its contractual obligations.

6.3. Authority may also terminate this Agreement in terms of Clause 5.3.

6.4. If in the opinion of the Authority, PROJECT SUPERVISION SERVICES AGENCY becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them Authority shall be entitled to terminate this Agreement by notice to the PROJECT SUPERVISION SERVICES AGENCY. The PROJECT SUPERVISION SERVICES AGENCY shall immediately notify Authority should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

6.5. Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.

6.6. Authority also reserves the right to short close the Agreement any time. No compensation shall be payable beyond the services payable as per Payment Schedule.

6.7. By the PROJECT SUPERVISION SERVICES AGENCY

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

a) the Authority fails to pay any money due to the PSSA pursuant to this Agreement and not subject to dispute within 60 (sixty) days after receiving written notice from the PSSA that such payment is overdue; or

b) as the result of Force Majeure, the PSSA is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

7. Amendment/Waiver

No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer

of each of the parties and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

8. **Liability of Bidder to the Client and Insurance**

8.1. The PROJECT SUPERVISION SERVICES AGENCY's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The PSSA shall, subject to the limitation specified in this Clause 8.1, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence or wilful misconduct on the part of the PROJECT SUPERVISION SERVICES AGENCY or on the part of any person acting on behalf of the PROJECT SUPERVISION SERVICES AGENCY in carrying out the Services, the PROJECT SUPERVISION SERVICES AGENCY, with respect to damage caused by the PROJECT SUPERVISION SERVICES AGENCY to the Authority's property, shall not be liable to the Authority: For any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the PROJECT SUPERVISION SERVICES AGENCY hereunder, or (B) the proceeds the PROJECT SUPERVISION SERVICES AGENCY may be entitled to receive from any insurance maintained by the PROJECT SUPERVISION SERVICES AGENCY to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability specified in this Clause 8.1 shall not affect the PSSA's liability, if any, for damage to Third Parties caused by the PROJECT SUPERVISION SERVICES AGENCY or any person or firm acting on behalf of the PROJECT SUPERVISION SERVICES AGENCY in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

8.2. Insurance to be taken out by the PSSA

a) The PSSA shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.

b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the PSSA shall furnish to Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

c) If the PROJECT SUPERVISION SERVICES AGENCY fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, Authority shall, apart from having other recourse available under this Agreement, have the option,

without prejudice to the obligations of the PROJECT SUPERVISION SERVICES AGENCY, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the PROJECT SUPERVISION SERVICES AGENCY, and the PROJECT SUPERVISION SERVICES AGENCY shall be liable to pay such amounts on demand by the Authority.

d) Except in case of Third-Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the PROJECT SUPERVISION SERVICES AGENCY and the PROJECT SUPERVISION SERVICES AGENCY shall procure an undertaking from the insurance company in this regard.

8.3. The Parties agree that the risks and coverages shall include but not be limited to the following:

a) Third Party liability insurance as required under Applicable Laws.

b) Third Party motor vehicle liability insurance as required under Motor Vehicle Act, 1988, in respect of motor vehicles operated in India by the PSSA or their personnel, for the period of Consultancy.

c) Third Party liability insurance with a minimum coverage of Rs. 50 Lakhs for the period of this Agreement

d) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount as per this Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium. The PROJECT SUPERVISION SERVICES AGENCY may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.

e) Employer's liability and workers' compensation insurance in respect of the personnel of the PROJECT SUPERVISION SERVICES AGENCY, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the Effective Date and remain effective as per relevant requirements of the Agreement.

9. Confidential Information

9.1. The PROJECT SUPERVISION SERVICES AGENCY agrees to treat all confidential information of Authority as secret and confidential at all times.

9.2. The PROJECT SUPERVISION SERVICES AGENCY shall not, save for in situations falling under Clause 9.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the PROJECT SUPERVISION SERVICES

AGENCY shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The PROJECT SUPERVISION SERVICES AGENCY agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

9.3. Without prejudice to Clauses 9.1 and 9.2 the PROJECT SUPERVISION SERVICES AGENCY may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the PROJECT SUPERVISION SERVICES AGENCY shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.

9.4. In the event any confidential information is disclosed by the PROJECT SUPERVISION SERVICES AGENCY or any of its personnel, Authority will have the right to take action against the PROJECT SUPERVISION SERVICES AGENCY under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the PROJECT SUPERVISION SERVICES AGENCY and its personnel.

9.5. On termination of this Agreement (however such termination may arise) the PROJECT SUPERVISION SERVICES AGENCY shall deliver to the Authority all working papers, computer disks and tapes or other material and copies provided to the PROJECT SUPERVISION SERVICES AGENCY by Authority pursuant either to this Agreement or to any previous obligation owed to the Authority regarding the Project.

10. Disputes

10.1. Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of Clause 10.

10.2. If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior officials or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.

10.3. If notwithstanding any steps taken by the parties pursuant to paragraph 10.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be resolved through conciliation process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the Indian Railways Standard General Conditions of Contract 2022 (GCC April 2022) issued by Engineering Directorate, including any correction slips as updated from time to time. All

disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the PROJECT SUPERVISION SERVICES AGENCY to the ["Chief Engineer" or "Divisional Railway Manager"][9] through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Authority. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the PROJECT SUPERVISION SERVICES AGENCY's "Notice of Dispute", notify the name of conciliator(s) to the PROJECT SUPERVISION SERVICES AGENCY. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by the Authority representative, PROJECT SUPERVISION SERVICES AGENCY and conciliator(s).When the parties sign the settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

10.4. Matters Finally Determined by the Authority: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the PROJECT SUPERVISION SERVICES AGENCY to the General Manager (GM) and the GM shall, within 120 days after receipt of the PROJECT SUPERVISION SERVICES AGENCY's representation, make and notify DRM/Chief Engineer or Functional Head as approved by competent authority issuing the RFP decisions on all matters referred to by the PROJECT SUPERVISION SERVICES AGENCY in writing provided that matters for which provision has been made as referred below in Clauses 10.4 (i) to 10.4 (xiv) of this Agreement or in any Clause (stated as excepted matter) of the Special Conditions of the Agreement, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the PROJECT SUPERVISION SERVICES AGENCY; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause:

i. In case Authority is of the view that PROJECT SUPERVISION SERVICES AGENCY's personnel performance is not satisfactory, he may instruct the PROJECT SUPERVISION SERVICES AGENCY to remove the personnel from the work and the PROJECT SUPERVISION SERVICES AGENCY has to comply with the above instructions with due promptness. PROJECT SUPERVISION SERVICES AGENCY shall intimate the actual date of discontinuation of its personnel to the Authority. No claim of PROJECT SUPERVISION SERVICES AGENCY whatsoever on this account shall be entertained by the Authority and this shall be deemed as 'excepted matter' (matter not arbitrable).

ii. Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the PROJECT SUPERVISION SERVICES AGENCY or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Authority or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Authority shall, in addition to any criminal liability which he may incur, subject PROJECT SUPERVISION SERVICES AGENCY to the rescission of the contract and all other contracts with the Authority and to the payment of any loss or damage resulting from such decision and the Authority shall be entitled to deduct the amounts so payable from the PROJECT SUPERVISION SERVICES AGENCY's bills/Security Deposit or any other dues of the PROJECT SUPERVISION SERVICES AGENCY with the Government of India.

iii. The PROJECT SUPERVISION SERVICES AGENCY shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Authority and if he shall do so, the Authority shall be entitled forthwith to rescind the contract and all other contracts with the Authority. Any question or dispute as to the commission of any such offence or compensation payable to the Authority under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit &sufficient, and his decision shall be final & conclusive. In the event of rescission of the agreement under this Clause, the PROJECT SUPERVISION SERVICES AGENCY will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

iv. Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Authority thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the PROJECT SUPERVISION SERVICES AGENCY) to the [Chief Engineer/Additional Divisional Railway Manager (ADRM)/ Chief Project Manager (CPM)/**] who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

v. Rates for Extra Items of Works: Any item of work carried out by the PROJECT SUPERVISION SERVICES AGENCY on the instructions of the Authority which is not included in the accepted rates shall be executed as per the provisions of the Agreement. Provided that if the PROJECT SUPERVISION SERVICES AGENCY commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the PROJECT SUPERVISION SERVICES AGENCY shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Authority representative. However, if the PROJECT SUPERVISION SERVICES AGENCY is not satisfied with the decision of the Authority representative in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of

the Authority representative, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the PROJECT SUPERVISION SERVICES AGENCY and the Authority.

vi. Signing of "No Claim" Certificate: The PROJECT SUPERVISION SERVICES AGENCY shall not be entitled to make any claim whatsoever against the Authority under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the PROJECT SUPERVISION SERVICES AGENCY, after he shall have signed a "No Claim" Certificate in favour of the Authority in such form as shall be required by the Railway after the works are finally measured up. The PROJECT SUPERVISION SERVICES AGENCY shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

vii. It shall be open to the PROJECT SUPERVISION SERVICES AGENCY to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Authority or the Authority's representative in the presence of the PROJECT SUPERVISION SERVICES AGENCY or in his absence after due notice has been given to him in consequence of objection made by the PROJECT SUPERVISION SERVICES AGENCY shall be final and binding on the PROJECT SUPERVISION SERVICES AGENCY and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

viii. Provisions of Payments of Wages Act: The PROJECT SUPERVISION SERVICES AGENCY shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him. If in compliance with the terms of the contract, the PROJECT SUPERVISION SERVICES AGENCY supply any personnel to be used wholly or partly under the direct orders and control of the Authority whether in connection with the works to be executed hereunder or otherwise for the purpose of the Authority, such personnel shall nevertheless be deemed to comprise persons employed by the PROJECT SUPERVISION SERVICES AGENCY and any moneys which may be ordered to be paid by the Authority shall be deemed to be moneys payable by the Authority on behalf of the PROJECT SUPERVISION SERVICES AGENCY and the Authority may on failure of the PROJECT SUPERVISION SERVICES AGENCY to repay such money to the Authority deduct the same from any moneys due to the PROJECT SUPERVISION SERVICES AGENCY in terms of the contract. The Authority shall be entitled to recover the same from PROJECT SUPERVISION SERVICES AGENCY’s bills/Security Deposit or any other dues of PROJECT SUPERVISION SERVICES AGENCY with the Government of India all moneys paid or payable by the Authority by way of compensation of aforesaid or for costs of expenses in connection with any

claim thereto and the decision of the Authority upon any question arising out of the effect or force of this Clause shall be final and binding upon the PROJECT SUPERVISION SERVICES AGENCY.

ix. In every case in which, by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or the rules, the Authority is obliged to pay any amount of wages to a workman employed by the PROJECT SUPERVISION SERVICES AGENCY or his personnel in execution of the work or to incur any expenditure on account of the contingent, liability of the Authority due to the PROJECT SUPERVISION SERVICES AGENCY's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Authority will recover from the PROJECT SUPERVISION SERVICES AGENCY, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Authority under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from PROJECT SUPERVISION SERVICES AGENCY's bills/Security Deposit or any other dues of PROJECT SUPERVISION SERVICES AGENCY with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the PROJECT SUPERVISION SERVICES AGENCY and upon his giving to the Authority full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the PROJECT SUPERVISION SERVICES AGENCY as stated above shall be final and binding on the PROJECT SUPERVISION SERVICES AGENCY.

x. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Authority is obliged to pay compensation to a workman directly or through personnel employed by the PROJECT SUPERVISION SERVICES AGENCY in executing the work, Railway will recover from the PROJECT SUPERVISION SERVICES AGENCY the amount of the compensation so paid, and, without prejudice to the rights of Authority under Section 12 Sub-section (2) of the said Act, Authority shall be at liberty to recover such amount or any part thereof from PROJECT SUPERVISION SERVICES AGENCY's bills/Security Deposit or any other dues of the PROJECT SUPERVISION SERVICES AGENCY with the Government of India. Authority shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the PROJECT SUPERVISION SERVICES AGENCY and upon his giving to Authority full security for all costs for which Authority might become liable in consequence of contesting such claim.

xi. Provision of Mines Act: The PROJECT SUPERVISION SERVICES AGENCY shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the personnel employed by him under this contract and shall indemnify the Authority from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise

xii. Right of Authority to Determine the Contract: The Authority shall be entitled to determine and terminate the contract at any time should, in the Authority's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the PROJECT SUPERVISION SERVICES AGENCY will be paid for in full at the rate specified in the contract. Notice in writing from the Authority of such determination and the reasons therefore shall be conclusive evidence thereof.

xiii. Payment on Determination of Contract: Should the contract be determined under sub clause above, and the PROJECT SUPERVISION SERVICES AGENCY claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Authority shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Authority. The Authority's decision on the necessity and propriety of such expenditure shall be final and conclusive.

xiv. Determination of Contract owing to Default of PROJECT SUPERVISION SERVICES AGENCY.

10.5. **Arbitration:** If notwithstanding any steps taken by the parties pursuant to Clause 10.3 the dispute remains unresolved within the time period, then the dispute shall be subject to arbitration process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the [Indian Railways Standard General Conditions of Contract 2022 (GCC April 2022) issued by Engineering Department][10], including any correction slips as updated from time to time.

10.5.1. Demand for Arbitration:

(i) In the event of any dispute or difference between the parties hereto as to the operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Authority of any certificate to which the PROJECT SUPERVISION SERVICES AGENCY may claim to be entitled to, or if the Authority fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in the

[10] Please insert relevant contract document as per the Project being undertaken by the PSS

matters finally determined by Authority as per clause 10.4, the PROJECT SUPERVISION SERVICES, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

(ii) Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contracts/tenders, especially in large contracts.

(iii) As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

(iv) Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher. In all other cases with the value of dispute exceeding Rs. 10 crore, where arbitration is not a method of dispute resolution in the contract, such cases shall be dealt as per the Commercial Courts Act – 2015.

(v)

a. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Authority, shall be referred to arbitration and other matters shall not be included in the reference.

b. The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the agreed format.

(vi)

a. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Authority.

b. The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

c. The Authority shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

d. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Authority or any other place with the written consent of both the parties.

(vii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of

arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(viii) If the PROJECT SUPERVISION SERVICES AGENCY does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Authority that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

10.5.2. Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Authority, continue during the arbitration proceedings, and no payment due or payable by the Authority shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

10.5.3. Appointment of Arbitrator:

a) The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid demand for arbitration by the General Manager/Additional General Manager.

i. If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

ii. If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

a. Contractor may access the ICA's panel of arbitration through ICA's official webpage: **https://icaindia.co.in/pdf/Engineers.pdf**.
b. A formal request for nomination shall be submitted to ICA, accompanied by:-
    i. A brief Statement of Claim outlining the nature and quantum of the disputes.
    ii. A copy of the relevant contract and any supporting documents.
    iii. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
c. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

b) Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

c)

i. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

ii.

- The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

- Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted to arbitration, applicability of time 'limitation' to any

dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

iii.

- Qualification of Railway Empanelled Arbitrator (s):

  - Retired Railway Officers not below SA Grade level, one year after his date of retirement.
  - Age of arbitrator at the time of appointment shall be below 70 years.
  - Other qualifications shall be as per Para–706 of Indian Railways Vigilance Manual with latest amendments from time to time.

- An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

- While appointing arbitrator(s) under Sub-Clause above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

iv.

- The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

- A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award

- A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

10.5.4. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

10.5.5. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any **part** of the money for any period till the date on which the award is made.

10.5.6. The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the agreed format to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the agreed format to these conditions after/ while referring these disputes to Arbitration.

10.5.7. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules **thereunder** and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

11. Status

Throughout the operation of this Agreement and upon termination the PROJECT SUPERVISION SERVICES AGENCY shall at all times have the status of a self-employed person and for the avoidance of doubt neither the PROJECT SUPERVISION SERVICES AGENCY nor the employees, agents or servants shall acquire the status of employee of the Authority and shall not be entitled to any pension, bonus or other benefit (other than the fee payable under this Agreement) from the Authority. The PROJECT SUPERVISION SERVICES AGENCY shall be and hereby undertake responsibility for all income tax liabilities or similar taxes and levies in respect of its fees and the PROJECT SUPERVISION SERVICES AGENCY hereby indemnifies the Authority in respect of any claims that may be made by the relevant authorities against the Authority in respect of income tax or similar contributions, taxes or levies relating to the PROJECT SUPERVISION SERVICES AGENCY's services pursuant to this Agreement.

12. **Set Off**

Whenever under this contract any sum of money shall be either overpaid to the PROJECT SUPERVISION SERVICES AGENCY by Authority and therefore recoverable or is otherwise payable by the PROJECT SUPERVISION SERVICES AGENCY to Authority, then the amount due may be deducted by Authority from any sum then due or which at any time thereafter becomes due to the PROJECT SUPERVISION SERVICES AGENCY under this contract. The exercise by Authority of its rights under this provision shall be without prejudice to any other rights or remedies which are available to Authority at any time under the contract or otherwise in law or in equity.

13. Notices

13.1. Any notices to be served by the parties under this contract shall (subject to any contrary **provision** of this contract) are served by speed post or facsimile transmission and any notice:

13.1.1. To the Authority shall be sent to _____ or to such other person/address as may from time to time be notified to the PROJECT SUPERVISION SERVICES AGENCY by the Authority for the purposes of this paragraph; to the PROJECT SUPERVISION SERVICES, shall be addressed to the PROJECT SUPERVISION SERVICES AGENCY at the premises, or to such other person/address as may from time to time be notified to the Authority by the PROJECT SUPERVISION SERVICES AGENCY for the purposes of this paragraph.

13.1.2. If a notice is served by:

(i) Speed post, it shall be deemed served on the third working day after posting.
(ii) Facsimile transmission (FAX), it shall be deemed served on the day of its transmission if transmitted prior to 6.00pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day.

13.1.3. Either party may give notice to the other of change of address/ telefax nos. for Service of Notices in accordance with the provisions of this Clause 13 and which shall come into effect within seven days of receipt of such notice.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of India.

15. Assignment

This Agreement is personal to **PROJECT SUPERVISION SERVICES AGENCY** and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent in writing of the Authority, except to the extent mentioned elsewhere in this Agreement, more specifically in the 'Instructions to Bidders' of the 'RFP'.

16. Entire Agreement

This Agreement together with the Schedules and Annexures attached thereto, as mentioned, constitutes the entire agreement of the parties in relation to its subject matter and supersedes any other agreement understanding or representation whether written or oral between the parties regarding it.

17. Severability

If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

18. PROJECT SUPERVISION SERVICES AGENCY's work on the PSS to be the property of Authority:

18.1. All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of Authority and shall be used by Authority as deemed fit. Soft copies of deliverables shall also be furnished as required by Authority. All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the PSSA and communicated to the **Authority** in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Authority and may be made available to the general public at its sole discretion. The PSSA may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the Authority but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Authority.

18.2. All reports and other documents (collectively referred to as "PSSA Documents") prepared by the PROJECT SUPERVISION SERVICES AGENCY in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such PSSA Documents shall vest with the Authority. Any PSSA Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such PSSA Document is created, and the PROJECT SUPERVISION SERVICES AGENCY agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the PSSA.

18.3. The PROJECT SUPERVISION SERVICES AGENCY shall, not later than termination or expiration of this Agreement, deliver all PSSA Documents to the Authority, together with a detailed inventory thereof. The PROJECT SUPERVISION SERVICES AGENCY may retain a copy of such PSSA Documents. The PROJECT SUPERVISION SERVICES AGENCY or its personnel or a Third Party shall not use these PSSA Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

18.4 The **PROJECT SUPERVISION SERVICES AGENCY** shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such PSS Documents, or due to any breach or failure on part

of the AE or its personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

19. Waiver

Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance or other failure to insist on prompt Compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

AS WITNESS the signatures on behalf of the parties hereto

Signed on behalf of the Authority

Authorized signatory
On this-------- day of ------- 20--

Signed by the PROJECT SUPERVISION SERVICES AGENCY ( )
On this---------- day of ------- 20--

In the presence of:

1. Witness name Address
   Occupation Witness Signature

2. Witness name Address
   Occupation Witness signature

ANNEXURES FOR AGREEMENT

Annexure-1	Terms of Reference
Annexure-2	Financial Bid
Annexure 3	Payment Schedule
Annexure-4	Performance Security
Annexure 4(A)	Insurance Surety Bond for Performance Security
Annexure-5	Instruction to Bidder(s) Bid and Bid Forms Letter of Award

Annexure -1

Terms of Reference (TOR)[11]

of

PROJECT SUPERVISION SERVICES

FOR

EXECUTION OF THE WORKS INVOLVED IN

CONTENTS

S. No.	Description	Page
1	Introduction & Background	66
2	The Project Supervision Services Agency(PSSA)	66
3	Objective of Supervisory Services Agency	66
4	Scope of Supervisory Services	68
5	Detailed Terms of Reference	70
6	Implementation Arrangements	76
7	Organization & Staffing	76
8	Miscellaneous	78
9	Weekly & Monthly Meeting	79
10	Man Power Deployment	79
11	Terms & Conditions of Payment & Deployment	82

Annexure -1

TERMS OF REFERENCE

for

SERVICES TO BE PROVIDED BY PROJECT SUPERVISION SERVICES AGENCY

1 Introduction & Background

1.1 [**Dy. Chief Engineer /Construction- / (Zonal Railway, Name of city of HQ of Dy CE** for and on behalf of President of India, the) hereafter referred as 'RAILWAY'.,invites proposals under single stage two packet system for the work of "**PROJECT SUPERVISION SERVICES for project of doubling/Third line between sections ----------and ----------(Total length ….kms) of ------Rlys for works mentioned in para 1.3 below and** other incidental works **----------**]

1.2 The works included in the main contract are to be carried out close to the running tracks and public utilities; therefore, safety of running trains and the public is paramount. The specified Safety and Security measures have been detailed in Annexure -1 to this Section. The Scope of the main works to be executed by the Works Contractors are detailed in Annexure– 2 of this Section. For complete details of these works contract along with corrigenda, the Bidding Document of the Works Contract may be referred which is available on IREPS website www.ireps.gov.in

1.3 [The scope of works described in Annexure 2 between section …… and ……. (Total length ….kms) of ….. Rly will be executed under Competitive Bidding and the tenders for the same have been invited by the Employer**.** In addition the following works for the above project other incidental works are also required to be supervised by the PSSA under the scope of this WORK:

i) **……..**

ii) ……

iii) Any other contract(s) which may be fixed for commissioning of the project from.....station to.....station.] ***[Fill in name of stations]***

1.4 These Terms of Reference (TOR) define the services required from the `PSSA' who are to be engaged to assist Railways for **PROJECT SUPERVISION SERVICES** for the project work specified in Para 1.1 & 1.3 above.

2. The PROJECT SUPERVISION SERVICES AGENCY (PSSA):

2.1 The PSSA shall be a firm registered or incorporated in India

2.2 The PSSA's team of key personnel will comprise of Project Manager, Resident Engineers and Experts in different disciplines**,** having requisite experience of similar type of works. The PSSA will have to deploy only personnel who have the specified relevant qualification and experience.

3.0 Objective of PSSA:

3.1(a) The objectives of obtaining the presently offered supervision services, are to assist the Employer in implementation of the above mentioned Project, from the present stage of verification/establishment of reference points/data provided by the Employer, to the stage of successful completion of all the contemplated works of the Project through the

Agency/Agencies employed for execution of the project work/activities & supply of materials, with the specified Safety and Security, execution, testing and commissioning of the Project and handing over the completed Project to Railway, duly ensuring safety at work sites, Safety of running trains, people, structures and properties adjacent to work sites, by proper verification/deployment/suggestion of methods and means in tune with contract conditions duly following the provisions of Share Holders Agreement, regulations, policies, procedures & guidelines, Railway's Rules, Regulations, procedures, Local Laws, Bye laws & Rules and Regulations, etc., within the specified time schedule, with the appropriate use of provisions in the works contract agreement, to achieve overall economy. This also includes the works like getting 'as built/completion' drawings prepared from construction contractor, preparation of the required applications and documents for obtaining the sanction of Commissioner of Railway Safety and Government Electrical Inspector and getting such required sanctions, exercising supervision on the execution of works, arranging for traffic blocks, where necessary, making measurement of works done for arranging payments to the concerned Agency/Agencies, effecting various recoveries statutory or otherwise from the running bills of the concerned Agency/Agencies, interaction and co-ordination with Railway Administration, and various Governmental/other Bodies/Agencies involved.

3.1(b) In a nutshell the objectives of the Supervision services are to assist the Employer to implement the Project in conformity with Railways' rules and regulations; and codes Local laws, bye laws, regulations, rules etc.

3.2 The PSSA shall ensure:

(i) That the Project is implemented up to the last detail for commencement of commercial operations by the Railway administration and provide assistance to the Employer up to the end of `Defect Liability Period' under the Contract.

(ii) That the Contractor's are observing due diligence and prevailing standards in the performance of the assignment.

(iii) Compliance of all rules of railways related to the execution of the project. Special care will be taken in imposing necessary speed restriction, caution, arranging necessary traffic blocks & OHE blocks, where necessary etc. in order to ensure safety at all times.

(iv) Accuracy, quality of workmanship safety of the works being carried out by the contractors.

(v) High standards of quality assurance in the execution of works;

(vi) Completion of work in the prescribed time schedule

(vii) Implementation of environmental mitigation measures;

(viii) That the **PROJECT SUPERVISION SERVICES AGENCY's** personnel are experienced in modern methods of contract management and construction supervision, ensuring professional construction supervision adhering to quality, target completion dates, compliance with the drawings, technical specifications and various requirements of the work's contract documents including safety;

(ix) That the **PROJECT SUPERVISION SERVICES AGENCY** shall assist the Contractor(s) and the Employer as directed by the Employer, till the assets are handed over to the railway for operation.

(x) The application of reasonable and consistent design requirements in construction.

(xi) Minimizing claims disputes and assist in resolving them.

(xii) The works requiring prior CRS sanction shall only be taken up after CRS sanction has been obtained.

(xiii) Optimal utilization of resources/contractual provisions with a view to bring economy in execution.

(xiv) Accurate measurement of work done for payment, record and verification.

(xv) Timely payments and recovery of advances, various securities and liabilities including statutory recoveries.

(xvi) Implementation of various Labour Rules, Regulations and welfare measures as per the rules in force and laid down provisions in the Agreement.

(xvii) Assessment of material requirements to be supplied by the Employer and its proper accountal.

(xviii) Preparation of schedule for supply of materials and machinery to be supplied by the Employer and the Contractor.

(xix) No variations, other than specifically permitted, shall be allowed to be executed.

(xx) Appraising the Employer through progressive reports mentioned in Para 5.8.

(xxi) All mandatory testing as per the codal provision and instructions for P. way, signalling & electrical work and Environmental monitoring Plan are being conducted and records of such test be preserved for future."

(xxii) All machinery and equipment purchased by the contractor, against which either he has availed excise duty/custom duty exemptions or purchased against advance released by Railways, should be available at site and should not be allowed to be removed from site without prior permission from the Employer.

4 Scope of Supervision Services:

4.1 The status and the scope of works to be executed by the contractors under this Project are given in **Annexure 2** of these Terms of Reference.

4.2 The scope of the supervision services includes but is not limited to the following:

4.2.1 **PSSA's Role:** The PSSA will nominate a Project Manager to act as the Engineer of the construction contract(s) and deploy other personnel as per requirement of Employer for provision of supervisory services.

4.2.2 **PSSA's Authority:** The Project Manager on behalf of the PSSA shall exercise such authority, in his capacity as the 'Engineer' defined in the construction contract(s) subject to modification of employer (Railway).

4.2.3 PSSA's Responsibility:

The **PROJECT SUPERVISION SERVICES AGENCY** shall be responsible for the following (in accordance with the key personnel deployed):

a) Getting developed Project Management Plan within 30 days from the Effective Date in the format specified by General Consultant and/or Employer using Project Management Software as specified in the works contract.

b) Developing systems and procedures to administer the construction contracts and ensure that the contractual requirements, with respect to both quality and quantity of work, are respected and the works are constructed in accordance with the provisions of the construction contract. The PSSA shall finalize these within 45 days of effective date. This includes job related to proper accountal of the material both supplied by the contractor and the old released one.

c) Maintaining copies of all reference documents, specifications, and drawings in a systematic manner in the office of the Project Manager and provide relevant documents forms and stationery to site supervision personnel.

d) The PSSA shall provide competent staff in full complement.

e) Making all engineering decisions required for the successful and timely implementation of the construction contract/project.

f) The PSSA shall arrange to train its Personnel who are deployed for the Management of the Project, from time to time, as may be required, for efficient Management.

g) Project Planning, Project coordination, Project interfacing or linkages necessary for commissioning of the project.

h) Checking of various drawings and designs as per Note No. 3 of Form 11.

i) Expeditious completion of work to ensure the required time schedule

j) Site Supervision & inspection of all construction work and supervising various activities with a view to adherence to drawings, specifications & quality.

k) Conflict management.

l) Making all necessary measurements and certify payments as per standard practice in Railways and as prescribed by employer.

m) One level of checking of various drawings, plans, designs, documents prepared by construction contractor before submission to railway for their approval. This will include carrying out required alterations in the drawings in the process of approval. This also includes arranging various drawings (prints or tracings, as a case may be) from railway for reference or for alterations/modification required for execution of the work. Approval of Railways to various plans, design, documents etc. shall be arranged by the PSSA.

n) Assist in preparation of CRS applications and the related follow-up work in Railways or other offices as directed by the Employer.

o) Ensuring compliance to all safety requirements while progressing the work.

p) To propose a viable phase working plan for the work, if situation warrants.

q) Ensuring consignee inspection, receipt of materials at site, accountal, issue of materials to works Contractors, (including materials procured through Supply contractors) and proper storage by Works Contractor.

r) Project monitoring for the implementation of the Project up to commissioning of the project or the end of the defect liability period or handing over the assets thus created to the Zonal Railway, whichever is later.

s) Assist in testing of signalling installation as per the various provision in the codes, manuals and Railways instructions and recording of complete testing data and submission of same to the client. The testing includes indoor testing like functional test, testing of panel with reference to approved locking table, square sheet, break test of circuits. Outdoor testing includes testing of points for obstructions, track circuits voltages, signals, axle counter, block working etc. to ensure safe working.

t) Preparation and submission of monthly and quarterly reports as per formats specified by the Employer, required for management of the project.

u) Ensuring compliance of the works contractor to all relevant laws as specified in the works contract.

4.2.4 **Monitoring of Project:-** The project should be monitored through MS project or similar project management software.

4.2.5 **Environmental Issues**:

(i) Monitoring of environmental mitigation measures as per The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii).

(ii) Conduct regular monitoring of environmental quality (air, water, noise, soil) in and around the construction site as given in the EMOP (Environmental Monitoring Programme) in the IEE report, and maintain records for the same.

5 Detailed Terms of Reference:

5.1 ACTIVITIES TO BE TAKEN UP BY PSSA BEFORE COMMENCEMENT OF WORK BY THE WORKS CONTRACTOR:

5.1.1 PSSA shall study the information provided by the Employer such as drawings, designs, reference points etc. He shall also study various rules, regulations, codes, practices etc., applicable to Railway working and rules, regulations and by laws of state and central government as applicable to project under implementation including the agreement entered in to with the agency/agencies entrusted by the Employer for execution of works for project completion. He shall also study the special conditions of contract and detailed specifications to identify and decide in consultation with Railways:-

a) The Methods and The Means to be employed for execution of works.

b) The detailed programme given by the works Contractor for implementing the various activities of the project including stage working, if any, for achieving the Employer defined mile stone progress during the execution of project leading to successful completion of all works under the project including putting the created assets to use.

c) The requirement of men, machinery and material for the desired progress at different stages of project execution in advance, so that the project gets implemented without any hindrances as per the above mentioned programme.

d) Planning the requirement of machinery and materials which shall be issued by Employer, scheduling and ensuring the availability of machinery and materials at site in consultation with the Employer and their proper utilization and accountal.

e) Checking along with the works Contractor, the correctness or otherwise of the reference points, data, drawings provided by employer and take corrective action by way of modifying/rectifying/supplementing the available reference points/data/drawings and to remove any inconsistencies/ redundancies/ voids (gaps) in the execution plan/schemes for safe and economical execution of works.

f) Planning for the various checks and supervisory/managerial functions to be performed in-house for the Project Management and providing competent, qualified and experienced staff including support staff as per stipulated schedule to ensure implementation of various obligations of the works contract.

g) Planning for computerised maintenance of Records to be kept e.g. checks to be carried for passing of materials/works at various stages, measurement of works/materials used, Accountal of materials etc.

h) Planning for submitting various documents required for works requiring EIG/CRS's sanction, checking of Completion drawings, plans, work closed statements etc.

5.1.2 Review: The PSSA shall

(i) Review the detailed construction drawings, and the contract for the project work. The review shall identify any defects or omissions that compromise the completeness or consistency of the drawings.

(ii) Review the adequacy of the contractor's quality management system and contractor's proposed personnel specified in the construction contract.

(iii) Checking of drawings as to functionality, general layout, adherence to specifications and provisions of relevant codes;

(iv) The approved Drawings made available by Employer will be required to be checked by PSSA for correlating the data shown in drawings with actual available at site, minor changes (e.g. change in foundation design because of actual type of soil strata found during excavation resulting in variation from design soil bearing capacity, change in dia of reinforcement due to non-availability of the reinforcement shown in the drawing etc.). Review drawings and specifications for construction including suggestions on changes during progress of work. Drawings not included in the construction contractor's scope including those required for phase working shall be identified by PSSA. The drawings has to be followed till the submission of as made (i.e. completion) drawings to railways. Checking of Drawings for all temporary works and checking of Drawings for Electrical and S&T works (e.g. Signal Interlocking Plan, Selection Table, Circuit diagram, cable layout drawings, modification of Overhead Power Lines etc.) will also be done by PSSA.

(v) Review proposals for S&T disconnections, block working, non-interlock working which require "Commissioner of Railways' Safety's" (CRS) approval/Electrical Inspector to Government (EIG) (wherever required), sanction/certification before the proposals are forwarded to CRS/EIG.

(vi) Review arrangements during non-interlock working and ensure smooth progress of work and train operation with the required co-ordination.

(vii) Liaison between various contractors, designers, such that the designs for these sub-systems, that in particular their civil works, such as ducting, pedestals, cabins, poles and supports will be integrated properly into the overall project works.

5.2 Quality Assurance: The PSSA shall:

a) Prepare a Quality Assurance Manual, detailing the PSSA's quality assurance/control procedures, to be submitted within 30 days of commencement of services.

b) Assist the contractor to evolve a system of Quality Assurance for the works, including but not limited to, establishing testing frequencies and acceptance criteria for all materials and construction activities in accordance with the specifications. The system should specify the prescribed quality checks and their frequency to be performed, acceptable limits for each quality check and do's and dont's for all important activities, in appropriate format acceptable to the Employer, so that the same can be provided to the concerned field officers responsible for supervision of respective items for ready reference.

c) Ensure that the procurement of materials and equipment are from the authorised sources and are duly inspected by the nominated agencies.

d) Inspect and approve all materials received at site proposed to be incorporated in works;

e) Check concrete mix designs proposed by the contractors and approve/suggest modifications to the mix designs, laying methods, sampling, testing procedures and quality control measures to ensure the required standards and consistency in quality at the commencement of activities;

f) Inspect the quality of the works with regard to workmanship, compliance with the specifications and all necessary testing required for acceptance of any item of work;

g) Assess and check the laboratory and field tests carried out by the contractor, and carry out independent tests in the site laboratory, wherever necessary;

h) Maintain records of all testing, including cross referencing to items of work to which each test refers and the location from which any samples were obtained for testing.

i) Issue orders to the contractor to remove or make good any work which is found to be:

    a) Not in accordance with the drawings.

    b) Not in accordance with the specifications in terms of either work methods or materials specifications.

    c) Covered prior to inspection for acceptance or after rejection as unacceptable.

5.3 Project Control:

5.3.1 The PSSA shall monitor the project covering all aspects of the project but not limited to:

- Progress in accordance with schedules with the objective of taking remedial measures to ensure project completion date and costs.
- Critical Interface requirements particularly when different agencies are involved whether under different contracts or within the same contract for works.
- Environmental matters
- Quality Control

5.3.2 The PSSA shall develop systems to professionally manage the project implementation. The system to include the physical and Financial Progress vis-à-vis program and forecast cash flow. Project Management Software, as mutually agreed with the Contractor and the Employer. The Program must identify the milestones, interface requirements and program reporting elements. The PSSA shall supply a soft copy of program (macro) developed. The output shall be updated every month.

5.3.3 Project Management control to include cost, schedule, quality control, technical performance and reporting for the entire project, up to the end of the defect liability period of the contract.

5.3.4 The PSSA shall take actions as may be necessary for expeditious completion within the contract period.

5.4 Construction Supervision:

5.4.1 The PSSA shall:

(i) Ensure adequacy, stability and safety of all personnel and construction works being executed by the contractor during the construction, operation and maintenance up to the end of the defect liability period, including ensuring the safety of the running trains in the vicinity of the project site.

(ii) Ensure that the works to be carried out on running lines are coordinated, planned meticulously and executed without exceeding the traffic and power block, ensuring that Railway operations are not disturbed by duly coordination with Railway authorities, arrangement of power and traffic blocks from Railway will also be the responsibility of PSSA. He shall also ensure safety of workers, Railway assets, Rolling stock and Railway users.

(iii) Conduct site visits to review progress in implementation, including physical progress, environmental mitigation, contractor performance, and adequacy of contractor's supervision.

(iv) Assist/advise the Employer timely regarding handing over the site by Railway which they will hand over in stages, in the advance actions required to be taken for the handing over of the site and to achieve the milestones for completion of the construction packages.

(v) Assist the Employer in co-ordination with different agencies and hold meetings for proper and timely implementation of the Project.

(vi) Assist the Employer for liaison and co-ordination with the relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation and tree cutting, as required.

(vii) Assist the Employer in coordination with different agencies and hold meetings for proper and timely implementation of the project.

(viii) Assist the Employer in the proper monitoring of progress of the works through computer aided project management techniques.

(ix) Check contractor setting out for conformance with the drawings.

(x) Maintain close liaison with State Electricity Board to ensure modification of overhead power lines.

(xi) Prepare/issue modified drawings required for variation orders, or any other change, agreed by the Employer.

(xii) Approve contractor's proposed designs/drawings for all temporary works subject to final approval of authority.

(xiii) Inspect at regular intervals the contractor's plant and facilities, including the workers' accommodation at site, to ensure conformity with the construction contract and all government/state regulations.

(xiv) Inspect the contractor's safety measures, including labour welfare, and immediately notify both the Employer and the contractor of any infringement or violation.

(xv) Maintain records, working/as-built/completion drawings, test data, details of variations, correspondence, and diaries in the formats approved/specified by the Employer.

(xvi) Verify lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.

(xvii) Check all hidden measurements through Project Manager/Resident Engineer which shall be recorded by Experts before covering the works.

(xviii) Ensure that the materials used meet the specifications.

(xix) Ensure that the quality of workmanship and the temporary arrangements/structures made for carrying out the works meet the requirement of specifications and safety standards.

(xx) Ensure that the reinforcement provided is as per the approved drawings tied properly with cover blocks and chairs as required.

xxi) Inspect the works or any part of the works, at substantial completion and advise the Employer and the contractor of any outstanding work, including defect, to be completed/remedied during the defect liability period.

(i) Inspect the works at appropriate intervals during the Defect Liability Period.

(xxiii) Ensure "as-built/completion" drawings, as true record of the works as constructed, are documented and kept in a systematic manner by the contractor.

(xxiv) Prepare an inventory of the completed works, in a format agreed with the Employer, for use by the maintaining authority.

(xxv) Maintain accountal of various materials and machinery as stated below.

(xxvi) Maintaining material at site account for (a) all materials to be issued by the Employer free of cost, (b) all released materials till they are handed over to the Railway/re-used.

(xxvii) Maintaining accounts of (a) material brought to the site by the Contractor for which secured advance has been paid and the use of such material; (b) other materials brought to the site by the Contractor for which part payments are arranged and the use of such material; (c) other materials brought to the site by the Contractor for which, no payment will be made till they are laid and use of such material for execution of works.

(xxviii) Maintenance of accounts of machinery made available by the Employer to the Contractor, either free of cost or otherwise, and their effective utilization.

(xxix) Submission of monthly statement of material consumed and material balance available to employer and review the consumption.

5.5 Conflict Management:

5.5.1 Any disputes with regard to works being executed by the contractor shall be resolved in the most amicable manner in accordance with the provisions of the contract.

5.5.2 The proposals for variations shall be processed in the shortest possible time duly coordinated with the Contractor and the Employer

5.6 Measurement and Payment:

5.6.1 The PSSA shall:

i) (a) Take measurements (including plotting of cross sections for earthwork) and keep measurement records, in measurement books issued to him by the Employer where measurements are to be taken by Engineer.

(b) Will verify the quantities of items and verify the Bills submitted by the contractor where contractor is authorise to submit Bills based on measurements taken by him.

ii) Issue interim certificates for progress payments.

iii) Certify completion of part or all of the works.

iv) Review and ensure continuity of the contractor's sureties in approved formats.

v) Prepare quarterly cash flow projections for the Employer in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work.

vi) Update cost estimates on completion of 50 percent, 75 percent and 100 percent of the Project.

vii) Maintain records of all plant, labour and materials used in the construction of the works.

viii) Check and agree the contractor materials ordering schedule.

ix) Analyze claims submitted by the contractor and prepare a report for the Employer addressing the contractual basis, in terms of both technical and financial issues, for the claims and recommendations for a response to the contractor.

x) Assist the Employer in providing clarifications/explanations to the observations made from time to time by auditors.

xi) Co-operate and assist the Central Vigilance Commission and other organizations as instructed by the Employer in the event that the construction of the Project is subject to review.

xii) Strictly adhere to instructions of employer for measurement and payments, with latest amendments, and also adhering to provisions in specifications and Bill of Quantities as detailed in the construction contract.

5.7 Project Completion:

5.7.1 The PSSA shall issue the relevant certificates as may be required in the construction contract documents.

5.7.2 The PSSA shall be responsible to obtain all records of completion drawings and completion documents from the contractor and prepare completion estimates in accordance with provisions of Indian Railways Engineering Code. This shall be submitted within six months of issue of taking over certificate.

5.8 Reports:

5.8.1 The PSSA shall prepare and issue to the Employer six (6) copies of the following reports, the format and content of which are to be acceptable to the Employer:

(i) An Inception Report to be submitted within 21 days of commencement of services.

(ii) Project Management Plan: Within 30 days of the Effective Date.

(iii) Systems and Procedures duly covering quality and safety plan: Within 45 days of Effective Date of services along with necessary proformas, stationery for smooth functioning.

5.8.2 In addition to the above the PSSA shall provide the following reports in a format approved by the Employer.

i) A daily report including significant events, if any, on the previous day. The report shall be sent by e-mail to the Employer's head office and the Employer's representative at site. This report will also include any event/happening which is likely to affect the progress, quality of work and safety.

ii) A brief monthly progress report to be submitted within 7 days of the end of each month. This report should include details on progress of checking of drawings/approval of drawings and specifications for construction, deployment of technical and supervisory staff by the Contractor and itemwise progress of construction work with reference to the targets.

The report should also include:-

(a) List of approval sought and given.

(b) Measures aimed at course corrections – their requirement and their implications.

(c) Unresolved claims their genesis, justifications and recommendations on the same.

iii) A detailed Quarterly Report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include a description of project activities illustrated by progress/completion photographs, status of any delays and detailed plan to make up any shortfall or deficiency, status of contractual claims, and details of all latest financial projections;

iv) A detailed Contract Completion Report with completion documents within 6 (six) months of completion and date of commissioning.

v) Any other report as sought be the Employer from time to time.

6 Implementation Arrangements:

6.1 It is anticipated that the supervision services defined under this TOR are anticipated to commence as specified in Data Sheet in Section 2 hereof. The actual commencement date will be confirmed during negotiations and will be dependent upon progress towards the award of the construction contract.

6.2 The period of services has been derived on the basis of the supervision services commencing in the same month as the commencement date of the construction contract and extending 180 DAYS into the Defect Liability Period. However, neither the Commencement Date(s) nor the end of the Defect Liability Period shall be construed as necessary conditions of either commencement or completion of the consulting services.

7 PSSA's Organization & Staffing

7.1 Organization:

7.1.1 The Employer's require the projects to be managed in three tiers as given below:

- Project Manager(s)
- Resident Engineers (Discipline wise)
- Experts and Supervisors(Discipline wise)

7.1.2 Office staff team shall assist the personnel managing the project.

7.2 Estimate of Person-months of Personnel :

7.2.1 The estimated person-months of personnel are given below *–(The estimate of person months as well as requirement of posts to be decided for each project/unit separately. In case more than one Project Manager are proposed to be provided in a project, separate estimate of person-month under each Project Manager should be made. The number and quantity indicated below are only for the purpose of guidance of the format to be followed.)*

Note:

1. Project Manager will be the overall in charge of the work.

2. Employer reserves the right to reduce the number and estimated person-months of key personnel, supervisors and Office Staff without any claim on either side.

7.3 PSSA Key Personnel - Role & Responsibility:

7.3.1 While the role and responsibility of the personnel have to cover the provisions of the TOR, details for Project Manager are given below for the guidance of PSSA

i) **Project Manager**: He shall:

a) Be in the overall charge and control of the project & contract management.

b) Be the nodal person for the Employer.

c) Perform the role and responsibility envisaged for the PSSA in these TOR and Contract agreement as a whole and act as the 'Engineer' for that Project.

d) Be the leader for contract management, contract administration (post award) which also includes site supervision, Quality Control in accordance with provision of these TOR.

e) Comply with the instructions given by the Employer for proper execution of the project.

f) Distribute the role and responsibility of each of the personnel working under him in consultation with the Employer.

7.3.2 The qualifications and experience of personnel required are indicated in Clause 10 for respective positions.

7.4 Setting up of Project Management Office:

7.4.1 The **PROJECT SUPERVISION SERVICES AGENCY** will set up a Project Supervision Office (PSO) at Site led by the Team Leader cum Project Manager supported by personnel to perform the Services.[1]

7.4.2 [Authority will provide office space free of cost at [Site/Authority Office] with furniture (tables, chairs and almirahs) for [6] persons workstations and access to a meeting room free of charges or the same shall be included in the Financial Bid as reimbursable cost as per Appendix-II. Authority will not provide stationary, computers, printers, copiers, LAN, and Internet connection. All assets and facilities provided by the Authority shall remain vested with the Authority at all time, and PSSA shall have no claim over it. The Contractor implementing the Project shall give the **PROJECT SUPERVISION SERVICES AGENCY** and its authorized personnel access, facilities, for carrying out their obligations under this Agreement.]

7.4.3 Safety equipment like safety shoes, jacket, helmets etc for PSSA staff (over and above that provided by the contractor) may be procured by the PSSA (to ensure that each and every personnel of the PSSA is provided with safety equipment) of after obtaining prior approval of the Employer or the same shall be provided by the PSSA on the instructions of the Employer and the expenditure incurred on the same shall be reimbursed.

7.4.4 The **PROJECT SUPERVISION SERVICES AGENCY** will be responsible for executing consistent, effective & transparent strategy for implementation of the project. Within the first

[1] If the Project Site is spread far and requires, the clause may be replaced by " **PROJECT SUPERVISION SERVICES AGENCY** will establish a Project Management Office (PMO) at Site led by the Team Leader supported by PSS personnel and also establish other site offices for deployment of PSS personnel as required or required under the Works Agreement to perform the Services for implementation of the Project.

thirty days from the Effective Date of the PSSA, the **PROJECT SUPERVISION SERVICES AGENCY** shall present a Project Implementation Plan (PIP). The PIP shall establish Project Management Processes & tools shall address the following key areas:

(i) Team mobilization & Interfaces with Authority.

(ii) Communication Protocols - facilitation of communications contract management, Procurement.

(iii) Project Management Information System (PMIS)

(iv) Establish a Project Delivery Plan including how the different stages of each project component will be managed.

(v) Health & Safety Plan.

(vi) Environmental Management Plan

(vii) Define Monitoring Tools & reporting systems to govern the progress of the project - alert set points, trend reports, hierarchy for escalation of issues & change management.

(viii) Define Document Control System - Identify the various stakeholders, including but not limited to, individual project component bidders and elements such as projects, contracts & services, required to deliver the project together with their interface relationships.

8. **Miscellaneous**

8.1 A copy of all communications; comments; instructions; Drawings or Documents sent by the **PROJECT SUPERVISION SERVICES AGENCY** to the Contractor; and a copy of all the test results with comments of the **PROJECT SUPERVISION SERVICES AGENCY** thereon; shall be furnished by the **PROJECT SUPERVISION SERVICES AGENCY** to the Authority forthwith.

8.2 The **PROJECT SUPERVISION SERVICES AGENCY** shall retain at least one copy each of all Drawings and Documents received by it; including 'as-built' Drawings; and keep them in its safe custody.

8.3 Within 90 (ninety) days of the Project Completion Date; the **PROJECT SUPERVISION SERVICES AGENCY** shall obtain a complete set of as-built Drawings; in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority; reflecting the Project as actually designed; engineered and constructed; including an as-built survey illustrating the layout of the Project and setback lines; if any; of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.

8.4 The **PROJECT SUPERVISION SERVICES AGENCY**; if called upon by the Authority or the Contractor or both; shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

8.5 The **PROJECT SUPERVISION SERVICES AGENCY** shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

9 **Weekly & Monthly Meetings:**

Weekly and monthly meetings to be held at site and Authority HQ. The Project Manager and such other Manpower as deemed necessary by the **PROJECT SUPERVISION SERVICES AGENCY** shall participate in these meetings. Authority may require the Manpower deployed for the project to visit the Authority's office in […….../Headquarter], for further consultations. In case Key Personnel is required to visit outstation (out of [Project Site, Division/Zonal Railway Headquarter]), travel, boarding and lodging expenses will be reimbursed for the Key Personnel [as per conditions mentioned in the Appendix-II Financial Bid].

10 Manpower Deployment:

10.1. The manpower listed below is indicative[13] required to be deployed by the PROJECT SUPERVISION SERVICES AGENCY.

All technical personnel who do not have prior experience of railway project, shall be trained in "Basics of Railway Construction Project Supervision" at Centralised Railway Training Institute within 3 months of their engagement in the project. The training period shall be 15 days. The training period including transit time shall be considered as their engagement in Project. (i.e, no payment deduction for this period). However, the cost of training and related logistics shall be borne by the bidder.

SN	Designation	Nos.	Location	Minimum required Educational qualifications and/or experience
1.	Team Leader cum Project Manager[14]	1	Site	(A) Graduate Degree in Civil Engineering with minimum of 20 years' experience in construction industry/department out of which minimum experience of 2 years in Railway/Highway Projects and also worked in capacity of Team Leader (In-charge of project) for 3 years or as Dy.Team Leader/Resident Engineer for a period of 5 years. **(OR)** (B) At least 5 years' service in JAG & above in Civil Engineering Department or in equivalent grade in Indian Railways/RITES/IRCON/RVNL or equivalent grades in Konkan Railway/MRVC/DFCCIL/any JVs/SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined. Note: Experience will be considered after graduate degree in Civil Engineering for (A).

2.	Project Manager/Resident Engineer [Civil/Bridge]	[2]	Site	(A) Graduate Degree in Civil Engineering with minimum of 15 years' experience in construction industry/department and worked as Resident Engineer/ Sr. Engineer for a period of 3 years. (OR) **(B)**At least 5 years' service in Sr. Scale & above in Civil Engineering Department or in equivalent grade in Indian Railways/ RITES/ IRCON/ RVNL or equivalent grades in Konkan Railway/ MRVC/ DFCCIL/ any JVs/ SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined. Note: Experience will be considered after graduate degree in Civil Engineering or above for (A).
3.	Project Manager/Resident Engineer [S & T]	[1]		(A) Engineering degree in Electronics and communications Engineering/ Electrical Engineering / Computer Science / M.Sc - Physics / M. Sc - Electronics with minimum of 8 years' experience in Railway Signalling Systems and total experience of 15 years after graduation and worked as Resident Engineer/ Sr. Engineer for a period of 3 years. (OR) (B)At least 5 years' service in Sr. Scale and above in S&T Engineering Department or in equivalent grade in Indian Railways/ RITES/ IRCON/ RVNL or equivalent grades in Konkan Railway/ MRVC/ DFCCIL/ any JVs/ SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined. Note: Experience will be considered after graduate degree in Civil Engineering or above for (A).
4.	Project Manager/Resident Engineer [Electrical]	[1]		(A) Graduate Degree in Electrical Engineering/ECE/Electronics with minimum of 15 years' experience in Railway Electrification/ Transmission lines with minimum 8 years experience in Railway Electrification Projects and worked as Resident Engineer / Sr. Engineer for a period of 3 years. (OR) (B) At least 5 years' service in Sr. Scale and above in Electrical Engineering Department or in equivalent grade in Indian Railways/ RITES/ IRCON/ RVNL or equivalent grades in Konkan Railway/ MRVC/ DFCCIL/ any JVs/SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined. Note: Experience will be considered after graduate degree.

5.	Sector Expert / [Civil/Bridge/ Electrical/S&T]	10	Site	(i) Graduate Degree in Civil/Electrical/Electronics Engineering with minimum experience of 5 years or Diploma in Civil/Electrical/Electronics Engineering with minimum experience 7 years in execution of railway/road infrastructure projects/*** or (ii) At least 5 years' experience in SE/SSE or equivalent Grade and above of [Civil/Electrical /S&T] Engineering department or of Railways and/or as AM and above in [Civil/Electrical/ S&T/Mechanical] Engineering department in RITES/ IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined. Note- The experience (ii) above sell be added to any experience under (i), to meet the requirement under (i) for assigning of marks.

10.2. Deployment schedule for each Key Personnel should be formulated and incorporated in the Technical Bid. The actual deployment of PSSA personnel shall be as per the LoA issued in terms of Clause 3.8.1andwhich will be reviewed and revised by the Authority, if required on monthly basis for subsequent (3) three months with Authority for deployment purposes based on the progress and project requirements(the, "Deployment Schedule").

10.3. The PSSA may be required to deploy other personnel who are experts in their field also for the project for specific needs. Their deployment shall be arranged by the PSSA on specific requisition from the Authority and the payment shall be made as per the actual deployment. Such specialist experts shall be paid at the rate of remuneration payable to such new PSSA's personnel based on the rates for other position which require similar qualifications and experience with mutual consent. If required, Authority may require/agree for additional deployment of similar personnel identified in the bid and in such cases payment to the PSSA shall be based on the remuneration of such personnel in the Agreement.

[13] The indicative list may be customized as per the requirement of the Project on case-to-case basis.
[14]Team Leader cum Project Manager and at least one of the Key Personnel in the list shall have experience of handling project planning and monitoring using MS Project/Prima Vera or any other equivalent software for the scheduling and monitoring purpose in addition to the qualification n and experience prescribed for the personnel.

11. Terms & Conditions of Payment and Deployment:

11.1. Payments to the PSSA shall be made as per the Payment Schedule (Annexure-3)

a) Remuneration for the Key Personnel shall be determined on the basis of the Deployment Schedule and days actually spent as deployed by such Key Personnel in the performance of the Services from Effective Date. Remuneration for periods of less than one month shall be calculated on a calendar day basis for the period deployed for part of the month.

b) Notwithstanding anything to the contrary stated in the Agreement, it shall be mandatory to deploy the Key Personnel as per the Man- Months Input specified in the Terms of Reference unless specifically informed by the Authority for any changes in the Deployment Schedule, through a notice of atleast 30(thirty) days in advance. Monthly payments as per Clause (a) above will be subject to further deduction as per Clause (c) below in case of Inadequate deployment of Key Personnel. . The Key Personnel shall be considered to be inadequately deployed if he/she is not present for atleast 80% (eighty percent) of the days stipulated in that calendar month, as per the Man Months Input in the Terms of Reference and the Deployment Schedule proposed by the PROJECT SUPERVISION SERVICES AGENCY and approved/modified by the Authority.

c) The reduction or deduction of the amount @20% (twenty percent) of the monthly payment due as the case may be shall be made against such Key Personnel mentioned in S. No (b) above during the monthly billing. For the avoidance of doubt, the monthly payment due as mentioned above for reduction/deduction against such Key Personnel shall be considered as the payment due to the PSSA as per the Deployment Schedule for the concerned month.

11.2. The deployment of manpower shall be as per terms and conditions given as under:

An attendance system for PSSA's personnel shall be developed by the PROJECT SUPERVISION SERVICES AGENCY and approved by the Authority All PSSA's personnel shall use such attendance system for marking their daily attendance. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of Key Personnel which do not have prior approval from the Authority.

(i) Man-months input for Key Personnel of the PROJECT SUPERVISION SERVICES AGENCY:

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period of engagement of PSSA for PSS. The manpower deployed should preferably reside in the vicinity of the site office. The proposed time frame for Services during the deployment of Key Personnel during this period is shown in Appendix-II, Financial Bid Form-1. Extension of time for providing PSS by PSSA may be extended concurrently with the extension granted to WORKS Contractor, if any, to the WORKS Contractor for the project, subject to satisfactory performance of the PSSA.

It is understood that the remuneration rates shall cover such salaries and allowances as the PSSA shall have agreed to pay to the Key Personnel as well as overheads, travelling costs, IT equipment, stationary, communication etc.

Remuneration for periods of less than one month shall be calculated on a calendar-day basis.

(ii) Substitution: The proposed Key Personnel as envisaged above, shall remain deployed and available for the Project till the issuance of Completion Certificate and Defects Liability Period respectively, for the Project. For any substitution, provisions as per Clause 3.11 of the PSSA Agreement shall be applicable.

Annexure-2

Financial Bid (Cost of Services)

(Refer Clause 2.7)

Reproduce as per Financial Bid Form-1 of Appendix-II

Annexure-3
Payment Schedule
(Refer Clause 11 of TOR)

1. Mode of Billing and Payment:

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

a) As soon as practicable and not later than fifteen (15days)after the end of each calendar month during the period of the Services, the PSSA shall submit to the Authority, induplicate, itemized statements, and other appropriate supporting materials, of the amounts payable for such month.

b) The Authority shall cause the payment of the PSSA periodically as given in schedule of payment above as per the actual deployment and along with any deduction/reduction in terms of Clause 11.1within thirty (30) days after the receipt by the Authority of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and payment payable to the PSSA, the Authority may add or subtract the difference from any subsequent payments.

c) The payment for amounts against the Reimbursable Costs as per financial bid approved for the reimbursement of expenses shall be limited to the amounts indicated in the financial bid. Along with the monthly bills against the deployment as above, the PSSA shall submit to the Authority, in original and a duplicate copy, itemized statements accompanied by receipted GST invoices, vouchers and other appropriate supporting materials of the amounts payable to the PSSA for such month.[15]

d) The final payment under the PSS shall be made only after the final report and a final statement, identified as such, shall have been submitted by the PSSA and approved as satisfactory by the Authority. The PSSA shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Authority unless the Authority, within such ninety (90)day period, gives written notice to the PSSA specifying in detail deficiencies in the PSSA, the final report or final statement. The PSSA shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the PSSA to the Authoritywithin30 (thirty) days after receipt by the PSSA of notice thereof. Any such claim by the Authority for reimbursement must be made within 12 (twelve) calendar months after receipt by the Authority of a final report and a final statement approved by the Authority in accordance with the above.

[15] To be included only if the reimbursement of expenses is also envisaged against the estimate of costs in the Financial Bid

Annexure-4
Bank Guarantee for Performance Security

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

_____, **Date of Issue:**

[name and address of zonal railway],

Guarantee Reference:

Bank Guarantee for Performance Security

In consideration of [name and address of Authority as mentioned in KIT](hereinafter referred as the Authority/Client, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) having awarded to M/s …….
having its Office at (hereinafter referred to as the PROJECT SUPERVISION SERVICES AGENCY which expression shall be repugnant to the context or meaning thereof, include its successors, administrators, executors and
assigns), a contract by issue of clients Letter of Award No. _____Dated _____and the same having been unequivocally accepted by the PROJECT SUPERVISION SERVICES AGENCY, resulting in a contract valued at Rs.
(Rupees) excluding GST for for providing PROJECT SUPERVISION SERVICES for[*******]
(hereinafter called the contract), and the PROJECT SUPERVISION SERVICES AGENCY having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the Client in the said contract for
performance of the above contract amounting to Rs.____(Rupees _____)

We, the , having its Registered Office at (herein after referred to as The Bank which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby Guarantee and undertake forthwith pay to the Client, in full, without any deductions, set-off or counter claim whatsoever to pay the Client immediately on
First Demand any or, the sum claimed by the Client which shall not exceed Rs. /- (Rupees) as aforesaid _____at any time upto without any _____
demur, reservation, contest, recourse or protest and / or without any reference to or enquiry from the PROJECT SUPERVISION SERVICES AGENCY. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the PROJECT SUPERVISION SERVICES AGENCY or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority, we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this Guarantee or upto…….. , whichever is earlier.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the PROJECT SUPERVISION SERVICES AGENCY. The Client shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of

any right which they might have against the PROJECT SUPERVISION SERVICES AGENCY and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Client and the PROJECT SUPERVISION SERVICES AGENCY any other course or remedy or security available to the Client.

The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters foresaid or any of them or by reason of any other Act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the PROJECT SUPERVISION SERVICES AGENCY and notwithstanding any security of other guarantee that the client may have in relation to the PROJECT SUPERVISION SERVICES AGENCY's liabilities.

The Client shall be entitled to make unlimited number of demands under this Bank Guarantee, provided that the Aggregate of all sums paid shall not exceed the Guaranteed amount.

The Bank shall make the payment hereunder against the receipt of a demand without any proof for document, notwithstanding any dispute by the PROJECT SUPERVISION SERVICES AGENCY, and such a demand shall be a conclusive evidence of the Banks liability to pay the Client.

The Bank Guarantee shall be continuing irrevocable obligation during its currency.

Any waivers, extensions of time or other forbearance given or variations required under the contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights, of any party thereto, or amendment or other modification of the contract, or any other fact, circumstance, provision of statue of Law which might, entitle the Bank to be released in whole or in part from its undertaking, were its liability to be secondly and not primary, shall not in any way release the Bank from its obligations under this Bank Guarantee.

Any demands, shall be deemed to have been duly served:

If delivered by hand, when left at the property address for service; and if given or made by pre-paid Registered Post, when received, provided in any scenario the same is received by the Bank on or before. This Bank Guarantee shall be governed by and construed in accordance with the Laws of the republic of India and the parties to this Bank Guarantee hereby submit to the jurisdiction of the courts of Bangalore for the purposes of setting any disputes or differences which may arise out of or in connection with this Bank Guarantee, and for the purposes of enforcement under this Bank Guarantee.

The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

Notwithstanding anything contained herein.

A) Our liability under this Bank Guarantee is limited to Rs…….. (Rupees……) and it shall remain in force up to and including date and may be extended from time to time for such period as may be desired by M /s. , on whose behalf this Guarantee has been given.

B) This Bank Guarantee shall be valid upto.

C) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a Written Claim or demand on or before.

Place: Date:

For Bank

****

ANNEXURE-4(A)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of
India,
Acting
through……..,
……
.
Railway.

Date:……
…….

Surety Bond No: …… Issue Date:……
Amount of Bond: …… Expiry Date:…….

WHEREAS, In consideration of the President of India acting through ……*(Designation & address of contract signing authority)*,……Railway,……., (hereinafter called "The Railway") having accepted the bid of M/S *XXXXX* hereinafter called the contractor, for the work of *XXX*" under invitation for bids No *XXXX* Dated *XXXXX*, Vide Letter of Acceptance No…….

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **₹. *XXXX* (Rupees *XXXX* Only)**, in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, _____, *(Name of insurance company)* hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the **M/s. *XXXX*** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of ***XXXX* (Rupees *XXXX* Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before

any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on ***XXXX*** *(Expiry Date)*. All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed ***XXXX*** **(Rupees *XXXXX* Only).**
b. This Surety Bond shall be valid up to ***XXXX*** *(being the date of expiry)*;

c. Unless the bank is served a written claim or demand on or before ***XXXX*** [*date of expiry*] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2025

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place…….

Bank's Seal and authorized signature(s)
[Name in Block letters] ……....
[Designation with Code No.]……..……
[P/Attorney] No.

Witness

1.

2.

* * * * *

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

Annexure –5
Para 2.3 of the Instructions to Bidders

(Bank Guarantee for Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: ----------
President of India,
Acting through …….,
…….. Railway,

Beneficiary: ……. Railway

Date:.....

Bank Guarantee Bond No.: **Date:---------**
In consideration of the President of India acting through----- ***(Designation & address of Contract Signing Authority***), …….. Railway, ……., …. (hereinafter called "The Railway") having invited the bid for_____through Request for Proposal (RFP) No.._____, We have been informed that . . . . . ***[Insert name of the Bidder]***..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .
WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert required Value of*** Bid Security***]***, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...***[Insert Name of the Bank]***, with its Branch .....***[Insert Address]*** having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank,** acting through .....***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],*** being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ***[Insert required Value of Bid Security]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from***…….……..[insert date of issue]***till ……..***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***.

Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date ……
Place…….

……
Bank's Seal and authorized signature(s)
[Name in Block letters] ……....
[Designation with Code

No.]……..…..

[P/Attorney] No.

Witness:
1 Signature, Name & Address & Seal
2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

APPENDICES

APPENDIX-I
Technical Bid Form – 1: Letter Comprising the Bid

(On Bidder's letter head)

(To be submitted in as per Clause 3.4 (d) and as well as uploading as part of Technical Bid)

(Date and Reference)

To,

_____,
[name and address of Authority],

Sub: RFP for appointment of PROJECT SUPERVISION SERVICES AGENCY for providing PROJECT SUPERVISION SERVICES for[*******].

Ref.: RFP No.

Dear Sir,

1. With reference to your RFP Document dated _____ I/We, having examined all relevant documents and understood their contents, hereby submit our Bid for selection of PROJECT SUPERVISION SERVICES AGENCY for providing project supervision services for [*******]. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of engagement as the PROJECT SUPERVISION SERVICES AGENCY for the aforesaid Project.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.

5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last five years, we have not failed to perform on any contract, as evidence by imposition of a penalty in any of the consultancy contract for an amount exceeding 3% of that specific contract value.

7. I/We declare that:

   (a) I/We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority;
   (b) I/We do not have any conflict of interest in accordance with Clause 2.8 of the RFP;

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in

respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

(c) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).

9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as PROJECT SUPERVISION SERVICES AGENCY.

10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the PSSA for the Project or which relates to a grave offence that outranges the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity or the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Key Management Personnel.

13. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above-mentioned Project.

14. The Bid Security of Rs. ----------/- (Rupees ---------- only) has been deposited in accordance with the RFP document.

15. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right to whatsoever nature if the PSSA for the Project is not awarded to me/us or our Bid is not opened.

16. I/We agree to keep this offer valid for [120] days from the tender submission date specified in the RFP.

17. In the event of my/our being selected as the Bidder, I/We agree to enter into an Agreement in accordance with the format Schedule of the RFP. We agree not to seek any changes in the aforesaid Form and agree to abide by the same. We also confirm that the Team Leader is on our payroll or he/she has given undertaking that he/she will join the bidder on award of bid and all other Key Personnel if not on our payroll, shall be directly employed/engaged by us before the commencement of Services in terms of this Agreement.

18. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of PSSA.

19. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfills all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

20. I / We understand that if at the time of evaluation of the Bid or during execution of the contract, any declaration regarding local content, submitted thorough the relevant form as provided is found to be false, the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of upto5 years from the date of such banning done along with such other actions as may be permitted by law.

21. I / We also undertake that the 'Local Content' added in the entire consultancy services will be submitted along with the final bill. Declaration for 'Local content' in terms of 'Public Procurement (Preference to Make in India) Order 2017', as amended, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry. The offer submitted meets the 'Local Content' requirement as prescribed under the KIT. The percentage of local content is--------% of the total contract Value.[16]

22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Bid under and in the accordance with the terms of the RFP Document.

Yours faithfully,
(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Encl: 1. Bid Security
2. Other Bid Forms

.

[16] **Please retain, as applicable.**

APPENDIX-I

Technical Bid Form – 2: Particulars of the Bidder

(Refer Clause 2.13)

1.1	Title of PSSA: Providing PROJECT SUPERVISION SERVICES for [*******]
1.2	Title of Project: [*******]
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium Yes/No
1.4	State the following: Name of Company or Firm: Legal status (e.g., incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone Number: E-Mail Address : Fax Number:
1.5	If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Bidder,(in case of a consortium, for each Member) state the following information: i)In case of non-Indian company, does the company have business presence in India? Yes/No If so, provide the office address(es) in India. ii) Has the Bidder or any of the Members in case of a consortium been penalized in any of the consultancy contract for an amount exceeding 3% of that specific contract value by any organization for the poor quality of work or breach of contract in the last five years?

	iii)Has the Bidder or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years and such blacklisting exist as on Bid Due Date? Yes/No iv) Has the Bidder, or any of the Members, in case of a consortium, suffered bankruptcy / insolvency in the last five years? Yes/No **Note: If answer to any of the questions at ii) to iv) is yes, the Bidder is not eligible for this PSSA.**
1.7	Does the Bidder's firm/company (or any member of the consortium)combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Bidder(and other Member of the Bidder's consortium)agree to limit the Bidder's role only to that of a consultant/ adviser to Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No
1.8	Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No If yes, does the Bidder agree that it will only be acceptable as PSSA, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the PSSA? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ designer for Authority only? Yes/No (Signature, name and designation of the authorised signatory) For and on behalf of ……..

APPENDIX-I
Technical Bid Form – 3: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:
To,

_____
_____
Dear Sir,
Sub: RFP for Appointment of PSSA for providing PROJECT SUPERVISION SERVICES for [*******].

I/We hereby confirm that we, the Bidder(along with other members in case of consortium, the constitution of which has been described in the Bid)*, satisfy the terms and conditions laid out in the RFP process.

I/We have agreed that _____ (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of .....

*Please strike out whichever is not applicable

APPENDIX-I
Technical Bid Form – 4: Power of Attorney for Signing of the Bid

(Refer Clause 2.5 &2.6.1)

(To be executed on stamp paper of appropriate value)

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the PROJECT SUPERVISION SERVICES AGENCY for Providing PROJECT SUPERVISION SERVICES for [*******]including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to Authority, representing us in all matters before Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with Authority.

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

IN WITNESS WHEREOF WE, ... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20**

(Signature)

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

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.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I

Technical Bid Form – 5: Power of Attorney

(Refer Clause 2.5 &2.6.1)
Format for Power of Attorney for Lead Member of {Consortium/Joint Venture}
(To be executed on stamp paper of appropriate value)

Whereas the [****] (the "Authority") has invited Bids for appointment as PROJECT SUPERVISION SERVICES AGENCY (PSSA) for providing PROJECT SUPERVISION SERVICES for …….(the "PROJECT SUPERVISION SERVICES" or "PSS").
Whereas, ……..., ……., and …….. (collectively the "{Consortium/Joint Venture}") being Members of the { Consortium/Joint Venture} are interested in Bidding for the PSSA in accordance with the terms and conditions of the Request for Proposal (RFP) and other Bid documents including agreement in respect of the PSS, and Whereas, it is necessary for the Members of the {Consortium/Joint Venture} to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the{Consortium/Joint Venture}, all acts, deeds and things as may be necessary in connection with the {Consortium's/Joint Venture}Bid for the PSS and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS
We, …… having our registered office at ……., M/s. ….. having our registered office at …,M/s. … having our registered office at ….., and ….. having our registered office at …….,(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……. having its registered office at …….,being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the { Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the {Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the { Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the { Consortium/Joint Venture} and generally to represent the { Consortium/Joint Venture} in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Consortium/Joint Venture}Bid for the in all respect PSSA and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ {Consortium/Joint Venture}.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……. 2..…

For ……..
(Signature)
……..
(Name & Title)

For ……..
(Signature)
……..
(Name & Title)

For ……..
(Signature)
……..
(Name & Title)

(Executants)

(To be executed by all the Members of the {Consortium/Joint Venture})

Witnesses:
1.
2.

Notes:

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.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued .However, the Power of Attorney provided by Bidders from countries that have signed Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

APPENDIX-I

Technical Bid Form – 6: Format of Joint Bidding Agreement (in case of JV /Consortium)

(Refer Clause 2.5 &2.6.1)
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the .....day of ……..**AMONGST**

1. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at] (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at]..... (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)[17]

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) Authority, (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "**Bids**") by its -Request for Proposal No.... dated .....(the "RFP") for appointment as PROJECT SUPERVISION SERVICES AGENCY for PROJECT SUPERVISION SERVICES for……..(the "**PROJECT SUPERVISION SERVICES**" or "**PSS**").

(B) The Parties are interested in jointly bidding for the PSSA as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the PSSA, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

a. The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the selection process for the Consultancy.

[17] Please include all the Members of Consortium and in line with the maximum Consortium Members allowed in the RFP

b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this PSSA, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the PSSA, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the PROJECT SUPERVISION SERVICES AGENCY for PSS interms of the Contract for the PSS.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the PSSA and until the Effective Date under the Contract;
b. Party of the Second Part shall be [•].
c. Share of the members:
   First Party (Lead Member):
   Second Party (Member):
   Third Party (Member):

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the PSSA and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge I Lead Member and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members.

Each Party agrees and acknowledges that:

a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
b. consolidated invoices for the services in relation to the PSS performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the
c. Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
d. any notice, communication, information or documents to be provided to the PROJECT SUPERVISION SERVICES AGENCY shall be delivered to the authorized representative of the PSSA (as designated pursuant to the Contract) and any such notice, communication, information or
   documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute

c. this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
   (i) require any consent or approval not already obtained;
   (ii) violate any Applicable Law presently in effect and having applicability to it;
   (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
   (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
   (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such party except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
      (a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
      (b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. **Authorised Representation**

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the PSS including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the Authority, representing the consortium in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of the Consortiums' proposal and generally dealing with the Authority in all matters in connection with or relating or arising out of the PSS.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Contract, in case the PSS is awarded to the Consortium. However, in case the Consortium is not selected for award of the PSS, the Agreement will stand terminated

upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India.

b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of MEMBER IN CHARGE

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.

2.

Notes:

The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

.

APPENDIX-I

Technical Bid Form – 7: Financial Capacity of the Bidder

(Refer Clause 3.1.2(B) / 3.2.2(2))

Certificate from the Statutory Auditor[$]

This is to certify that:

1. M/s.---------- having Regd. Office at ---------- are in the business of providing consultancy and/or supervision to its clients for ------- completed years considered up to 31st March --------)
2. Their turnover from professional fees received for providing consultancy and/or supervision to its clients in each financial year during the preceding 3 (three) financial years are as given below:

S. No.	Financial Year (ending on 31st March)	Professional (Consultancy)fees (Rs. Crores)		
		In Firm's Own Name	Proportionate Share from JVs	TOTAL
(1)	(2)	(3)	(4)	(5) = (3) + (4)
1				
2				
3				
	Total			

3. This is further certified that the above Turnover is in line with the Turnover declared by the business entity under PAN No.----------and JV PAN No/s.---------- which have been verified by us.

AND / OR

3. This is further certified that the above Turnover is in line with the GST Returns filed by ---------- under GSTIN.----------and JV GSTIN/s.---------- which have been verified by us.
4. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above.
5. I/We fully understand that any submission made in this certificate if proved incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

UDIN Name of the audit firm: Seal of the audit firm Date: Place	(Signature, name and designation of the Authorized signatory) Membership No/ FRN No. Contact detail:

[$] In case the Bidder does not have a statutory auditor, it shall provide the certificate from the

.

independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

Certificate from the Independent CA [$]

This is to certify that

1. M/s.---------- having Regd. Office at ---------- are in the business of providing consultancy and/or supervision to its clients for ------- completed years considered up to 31st March --------)
2. **I/We have examined the prescribed registers, books of account and the bank statement in respect of the above firm.**
3. **All figures and facts submitted in this form have been certified after full consideration of all observations/notes in Auditor's reports/Annual Accounts. For FY _____**
4. Their turnover from professional fees received for providing consultancy and/or supervision to its clients in each financial year during the preceding 3 (three) financial years are as given below:

S. No.	Financial Year (ending on 31st March)	Professional (Consultancy)fees (Rs. Crores)		
		In Firm's Own Name	Proportionate Share from JVs	TOTAL
(1)	(2)	(3)	(4)	(5) = (3)+(4)
	Total			

5. This is further certified that the above Turnover is in line with the Turnover declared by the business entity under PAN No.----------and JV PAN No/s.---------- which have been verified by us.

AND / OR

5. This is further certified that the above Turnover is in line with the GST Returns filed by ---------- under GSTIN.----------and JV GSTIN/s.---------- which have been verified by us.
6. This is also to certify that the Turnover figures certified under column (3) above are distinct for the firm and does not include payments received from the JVs considered for turnover under Column (4) above.
7. I/We fully understand that any submission made in this certificate if proved incorrect or false, will render me/us liable to face any penal action or other consequences as may be prescribed in the law or otherwise warranted.

.

UDIN Name of the audit firm: Seal of the audit firm Date: Place	(Signature, name and designation of the Authorized signatory) Membership No/ FRN No. Contact detail:

SEAL AND SIGNATURE OF THE BIDDER

1. Please do not attach any printed Annual Financial Statements.
2. Financial capacity of the JV or the arithmetical sum of financial capacity of all the members of the JV will be considered for scoring criteria as per clause 3.2.2 item code-2. Particulars of all the JV members is to be submitted in the above proforma. Financial capacity of bidder will be evaluated as per clause 3.1.2 (B)

3. **Any certificate issued by Statutory Auditor/ CA must include Unique Document Identification Number (UDIN), without which the same shall be treated as INVALID and the offer shall be summarily rejected.**
4. In case where books of accounts of the Bidder is maintained and audited on the basis of Calendar Year. The equivalent year shall be as illustrated hereunder :

S.No.	Financial Year (April to March)	Financial Year (Jan to Dec)
1	2024-25	2024
2	2023-24	2023
3	2022-23	2022
4	2021-22	2021

.

APPENDIX-I

Technical Bid Form – 8: Particulars of Key Personnel

(Refer Clause 3.2.2)

SN	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience (in Years)	Present Employment		No. of months on Bidder pay roll prior to Bid due date
					Name of Firm	Employed since	
1.	Team Leader cum Project Manager						
2.	Resident Engineer 1						
3.	Resident Engineer 2						
4.	Resident Engineer 3						
5.	Sector Expert						
6.	**********						

[#]Refer Form 9 of Appendix I Abstract of Eligible Assignments of Key Personnel

.

APPENDIX-I

Technical Bid Form – 9: Proposed Methodology and Work Plan

The descriptive part of submission under this will be detailed precisely under the following topics.

1) Understanding of TOR [not more than two pages]
   The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2) Methodology and Work Plan [not more than three pages]
   The Bidder will submit its methodology for carrying out this PSS, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this PSS have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities along with use of appropriate IT applications for flow of information/progress, redressal mechanism/conflict management and provide a quality assurance plan for carrying out the PSS.

3) A complete flow chart of activities shall be attached together with time schedule &manpower deployment to meet the objective of PSS in A3 sheet.

Guidelines for Presentation:

1) Presentation shall be approximately [15 minutes]. The Presentation is not required to be submitted as part of the Bid, however the [4] hard copies of the presentation in A4 size in color shall be submitted at the time of presentation.
2) Indicative content of the presentation but not limited to any or all of the following points;
   a. One section of the presentation shall be about the Bidder and Key Personnel proposed to be deployed
   b. One section of presentation on Proposed methodology and Work Plan, document control, quality monitoring mechanism
   c. One section of the presentation should include Key Performance Indicators to monitor the work of the Professionals to be deployed by the PSSA.
   d. One section of the presentation should list out major areas of concerns each for authority default and contractor default and their proposed methodology/monitoring mechanism to mitigate these delays/disputes in advance.
   e. One section on complete flow chart of activities for undertaking the Services.
   f. [****]

Note: Marks will be deducted for writing lengthy and out of context responses.

.

APPENDIX-I

Technical Bid Form – 10: Abstract of Eligible Assignment of the Bidder[#]

(Refer Clause 3.1.3)

S.No.	Name of Eligible Assignment	Name of Client	Present Cost of Eligible Assignment (Consultancy Services) (in Rs)	Payment## received by the Bidder (in Rs) for the project		Month and Yr. of completion/ ongoing (% completion)[2]	Type of Project (Refer Clause 3.1.3)
				Without PV	With PV		
(1)	(2)	(3)	(4)	(5)		(6)	(7)
1							
2							
3							
4							

The Bidder should provide details of only those projects that have been undertaken by it under its own name. In case a Bidder desires to claim its JV/Consortium experience please refer to clause 3.1.4 of the RFP

Exchange rate should be taken as per clause 3.1.4 of the RFP

* The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-13 of Appendix-I.

Certificate from the Statutory Auditor[$]

This is to certify that the information contained in above table is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[$]In case the Bidder does not have a statutory auditor, it shall provide the certificate from independent chartered accountant/its chartered accountant that ordinarily audits the annual accounts of the Bidder. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

[2] Please refer to the provision related to substantially complete. Bidders are requested to submit documentary proof of substantially completed/completed through Client Certificate only.

.

APPENDIX-I

Technical Bid Form – 11: Abstract of Eligible Assignments of Key Personnel

(Refer Clause 3.2.2&3.1.3)

Name of Key Personnel: Designation:

S.No.	Name of Project	Name of Client	Payment (in Rs) for the project	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project	Mandays spent	Estimated capital cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

.

APPENDIX-I
Technical Bid Form – 12: Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:
   [For each position of key professional separate Technical Bid Form-12 will be prepared]:

2. Name of Firm:
   [Insert name of firm proposing the staff]:

3. Name of Staff:
   [Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:
   [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

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

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

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

From[Year]: To Year]: Employer: Positions held:

12. Detailed Tasks Assigned
    [List all tasks to be performed under this Assignment/job]

h

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
    [Among the Eligible Assignment/ jobs in which the staff has been involved, indicate the following information for those Eligible Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

    Name of Assignment/job or project:

.

.

Year (Start / Completion):
Location:
Employer:
Main project features:
Positions held:
Activities performed:
Cost of Project:

14. Certification:

(i) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(ii) I further undertake that my CV is being proposed for this project by --------- (the Bidder) and I have not given consent to any other consultant(s) to propose my CV for any position for this project.

(iii) I undertake that I have no objection in uploading/hosting of my credentials by Authority in public domain.

(iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.

(v) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.

(vi) I have never been debarred from providing consultancy services by any government authority /PSU Or I was debarred from providing consultancy services by …….. for .... years from ../../.. to ../../.. and period of debarment is now over.

(vii) I have been deployed for minimum [**365**] **days** on the Eligible Assignments claimed by me for the purposes of the evaluation under this RFP.

Date:

[Signature of Key Personnel]

Place:

[Full name]

(Signature and name of the
authorised signatory of the Bidder)

.

APPENDIX-I

Technical Bid Form – 13: Eligible Assignments of Bidder

(Refer Clause 03)

Name of Bidder:	
Name of the Project:	
Type of Project (Refer Clause 3.1.3)	
Description of services performed by the Bidder firm:	
Name of client and Address: (Indicate whether public or private entity)	
Estimated capital cost (in Rs Cr.):	
Payment received by the Bidder (in Rs. Cr.):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

Notes:

1) Use separate sheet for each Eligible Assignment.
2) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3) Exchange rate should be taken as per clause 3.1.4 of the RFP

.

APPENDIX-I

Technical Bid Form – 14: Eligible Assignment of Key Personnel

(Refer Clause 3.1.3)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Type of Project As per Cl. 3.1.3)	
Name of client and Address: (indicate whether public or private)	
Professional Fee received (in Rs cr.)	
Estimated capital Cost (in Rs Cr)	
Start date and finish date of the services (month/ year)	
No. of days spent on the project	
Brief description of the project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

1) Use separate sheet for each Eligible Assignment.
2) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3) Exchange rate should be taken as per clause 3.1.4 of the RFP.

.

APPENDIX-I

Technical Bid Form – 15: Deployment of Key Personnel

(As per Appendix-II, Financial Bid Form-1)

APPENDIX-I

Technical Bid Form – 16: Affidavit

(To be by uploaded as part of Technical Bid)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of [Rs.100/-]. The stamp paper has to be in the name of the Bidder)**.

I …….. (Name and designation)** appointed as the attorney/authorized signatory of the Bidder (including its constituents), M/s. _____ (herein after called the Bidder) for the purpose of the Bidding documents for the work of _____ as per the RFP No._____ of (----------Railway), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents/Associates as under :

1. I/We the Bidder(s), am/are signing this document after carefully reading the contents.
2. I/We the Bidder(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the Bidding documents from the E-Procurement Portal [www.ireps.gov.in]. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the Bidding document. In case of any discrepancy noticed at any stage i.e., evaluation of bids, execution of work or final payment of the contract, the master copy available with the Authority shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the bid by me/us are correct and I/We are fully responsible for the correctness of the information and documents submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the Bid Security besides banning of business for a period upto 5 (five) years. Further, I/We (insert name of the Bidder)**_____ and all my/our constituents understand that my/our Bid shall be summarily rejected.
9. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/ and Performance Security besides any other action provided in the contract including banning of business for a period upto 5 (five) years on entire Indian Railways.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER
VERIFICATION

I/We above named Bidder do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE OF THE BIDDER

Place:
Dated:

**The contents in Italic are only for guidance purpose. Details as appropriate, are to be filled in suitably by the Bidder. Attestation before Magistrate/Notary Public.

This affidavit is to be given by each member of JV.

APPENDIX-I

Technical Bid Form – 17

Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020

.

Appendix-I
Technical Bid Form -18
Scoring Sheet

Experience of the bidder:

S.No	Name of the Eligible Assignment	Name of the client	Is Client as per 3.1.3 (a): (Yes/No)	Completed / Substantially completed	Present Cost of the Eligible Assignment (Bidder's Share)	Payment Received (excl. PVC) (Bidder's Share)	Payment Received (incl. PVC) (Bidder's Share)	Factor for completion stage (1.0 / 0.8)	Factor for Rly / other than Rly Project) (1.0/0.8)	Marks Calculated

Note:

- Technical score based on the criteria shall be filled up by the bidder which will be subjected to verification by authority.
- Client Certificate in support of the above is required (Refer 3.1.3(a))

.

Appendix – I
Technical Bid Form – 19
Certificate on the suitability of Personnel other than Key Personnel

It is certified that we will engage all the personnel (other than Key Personnel) satisfying the educational qualifications and experience as mentioned in the Para No. 10.1 of TOR of RFP document.

It is also certified that necessary documents regarding education qualification and experience of the personnel proposed to be deployed on this project will be submitted to the Authority and will deploy the personnel with the prior approval of Authority.

Signature of the bidder

.

APPENDIX-II

Financial Bid Form – 1: Breakdown of Costs for Financial Bid (Indicative)

S. No.	Designation of Key Personnel	Number (A)	Construction Period [24 months] + DLP Period [24 months]		
			Number of Man-months (B)	Rates (Rs/Man-month) (C)	Amount (Rs) P=AXBXC
1.	Team Leader cum Project Manager	**	**	****	****
2.	Resident Engineer	**	**	****	****
3.	Site Engineer	**	**	****	****
4.	Jr Engineer	**	**	****	****
5.	**********	**	**	****	****
Reimbursable costs:[3] Amount (Rs)					
6.	{Out station travel for meetings etc.}[4]				****
Total Estimated Cost of PROJECT SUPERVISION SERVICES including Manpower costs and Reimbursable costs					****
Financial Bid: At Par/Below Par/Above Par on Total Estimated Cost of PROJECT SUPERVISION SERVICES (%)					

NOTE:

1. The rates quoted by the firm shall be excluding of the GST.

2. All personnel shall be directly engaged by the bidder and salary/ Fee/ Emoluments to these personnel shall be paid directly by the bidder. Documentary evidence in this regard such as EPF/ ESIC return shall be submitted to Authority.

3. Bidder to quote one single unique% (percentage) at par, below par or above par against the given value.

4. The financial evaluation shall be based on the above Financial Bid.

5. The above quote includes all costs (office rent, office consumables like stationery, communication, office furniture and equipment, reports and documents printing, local travel etc.) incurred by **PROJECT SUPERVISION SERVICES AGENCY**.

6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

[3]To be included only if the reimbursement of expenses component is also envisaged against the estimate of costs in the Bid. Tendering Authority to define the items in detail and include special conditions.

[4]The items and conditions for reimbursements for travel etc. may be referred to as per Clause 9 of the Terms of Reference and shall be listed by the tender issuing Authority as per the project requirements. This shall form part of the Note to the Financial Bid and the Bidder shall not be required to quote against such provision for reimbursement.

.

7. Remuneration rates as indicated above shall be increased in accordance with provisions in Agreement. However, for evaluation of Financial Bid, the quoted initial rate shall be multiplied by the total time input envisaged for each position on this contract, i.e., without considering the increase in the remuneration rates.

8. Outstation Travel Charges to be paid as per rates given below:

   i. For visits to the office of Authority, any other place beyond 100 km of AE HQ & outside the Railway division in which the project lies - train charges by AC-II tier.
   ii. For visits to any place which involves train journey more than 14 hours - Air fare economy class for which approval of Authority is required.
   iii. Accommodation including daily allowance charges - Rs.6,000/- per day for Team Leader/Chief Project Manager/Project Manager and Rs.4,000/- per day for other Personnel approved by the Authority representative for X category cities.
   iv. Visits to the concerned offices of Dy Chief Engineer/C, Dy CSTE/C , Dy CEE/C Office & DRM of the division in which the project lies will not be considered as out station travel.
   v. Accommodation including daily allowance charges - Rs.3,000/- per day for Team Leader/Chief Project Manager/Project Manager and Rs.2,000/- per day for other Personnel approved by the Authority representative for visit to other places other than X category cities.
   vi. In case of change of HQ beyond 50 km distance with approval of authority, composite transfer grant equal to 50% of the monthly remuneration is admissible.

.

APPENDIX III

(Copy of Draft WORKS Agreement or WORKS Agreement or Standard WORKS Agreement)

APPENDIX IV

Brief Description of the Project

APPENDIX-V

LIST OF PROJECT-SPECIFIC CLAUSES[21]

A. Clauses and appendices with serially numbered footnotes:

SN	Clause No.	Clause	Footnote
1	1.1.1	Background	1 and 2
2	2.13.3	Amendment of RFP	3
3	2.19	Foreign Companies	4
4	3.1.5	Conditions of Eligibility of Bidders	$
5	3.2.2	Evaluation of Technical Bid	5
6	4.1	Delays in providing the Services by the Authority Engineer and Extension of Time	6
7	4.5.1	Agreement Value	7
8	10.3	Disputes	8
9	10.5	Arbitration	9
10	Annexure -1	Terms of Reference (TOR)	10
11	Annexure -1, Clause 4	Construction Period	11
12	Annexure -1, Clause 10.1	Manpower Deployment	12 and 13
13	Annexure -3, Clause 1 (c)	Mode of Billing and Payment	14
14	Appendix-I, Technical Bid Form-1, Clause 21	Letter Comprising the Bid	15
15	Appendix-I, Technical Bid Form 6	Format of Joint Bidding Agreement (in case of JV /Consortium)	16
16	Appendix-I, Technical Bid Form 10	Abstract of Eligible Assignment of the Bidder	17
17	Appendix-II, Technical Bid Form-1	Reimbursable Costs	18

B. Clauses and appendices with square parenthesis

SN	Clause No.	Clause
1.	1.1.1	Introduction
2.	1.1.2	Introduction
3.	1.2.4	Introduction
4.	1.2.6	Introduction
5.	2.1.1	Instructions to Bidder(s) (ITB)
6.	2.1.2 (i)	Instructions to Bidder(s) (ITB)
7.	2.17.1	Instructions to Bidder(s) (ITB)
8.	3.1.2 (A)	Criteria for Eligibility & Evaluation
9.	3.1.3 (b)	Criteria for Eligibility & Evaluation
10.	3.2.2 (3)	Criteria for Eligibility & Evaluation
11.	3.8.1	Criteria for Eligibility & Evaluation
12.	4.1	Miscellaneous

[21] This Appendix-V contains a list of clauses and appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting project-specific provisions. This Appendix-V should be omitted before issuing the RFP document to prospective Bidders.

13.	Schedule 2	Schedule 2 - PSS Agreement
14.	1	Schedule 2 - PSS Agreement
15.	2	Schedule 2 - PSS Agreement
16.	5	Schedule 2 - PSS Agreement
17.	1.1	Schedule 2 - PSS Agreement
18.	2.1	Schedule 2 - PSS Agreement
19.	4.1	Schedule 2 - PSS Agreement
20.	10.3	Schedule 2 - PSS Agreement
21.	1	Annexure 1 - Terms of Reference (TOR)
22.	2.1	Annexure 1 - Terms of Reference (TOR)
23.	3.2 (f)	Annexure 1 - Terms of Reference (TOR)
24.	4.2	Annexure 1 - Terms of Reference (TOR)
25.	4.12	Annexure 1 - Terms of Reference (TOR)
26.	9	Annexure 1 - Terms of Reference (TOR)
27.	10.1	Annexure 1 - Terms of Reference (TOR)
28.	10.4 (iv)	Annexure 1 - Terms of Reference (TOR)
29.		Annexure 4 - Bank Guarantee
30.		Appendix I - Technical Bid Form-1
31.	16	Appendix I - Technical Bid Form-1
32.	1.1	Appendix I - Technical Bid Form-2
33.	1.2	Appendix I - Technical Bid Form-2
34.		Appendix I - Technical Bid Form-3
35.		Appendix I - Technical Bid Form-4
36.		Appendix I - Technical Bid Form-5
37.	1	Appendix I - Technical Bid Form-6
38.	2	Appendix I - Technical Bid Form-6
39.	4 (b)	Appendix I - Technical Bid Form-6
40.		Appendix I - Technical Bid Form-16
41.	3	Appendix I - Technical Bid Form-16
42.		Appendix II - Financial Bid
43.		Appendix II –Financial Bid Form-1