आज़ादी का अमृत महोत्सव

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

Azadi Ka Amrit Mahotsav

No. 2023/CE-I/CT/1/POLICY **New Delhi, Dated 23.03.2023**

As per list attached

Sub:- Model Document of Request for Proposal for Appointment of General Consultant (GC) for Project Units on Indian Railways

A **Model Document of Request for Proposal for Appointment of General Consultant for Project Units on Indian Railways** has now been approved by Board (MI & MF). The document has been uploaded on Indian Railway's website. *www.indianrailways.gov.in/railwayboard>>"About Indian Railways">> "Railway Board Directorates" >> "Civil Engineering" >> "Project Management">> "GC".*

2. The General Consultants (GC) may be used for office support to the project unit wherever manpower of adequate skills is not available with the project unit. GC is not project specific. The GC can be used for various activities like examination of DPRs submitted by different consultants, preparation of estimates and tender schedules, assist the Authority in pre-bid meetings and their responses, preparation of brief for the tender committee, examination of contract agreements, assist the authority in response to references by contractors/consultants, assist the authority in arbitrations, preparation of periodical reports and presentations for the Authority, review the progress of projects and suggest necessary interventions, assist the Authority about various compliances, suggest economy measures etc.

3. There must not be any conflict of interest between the GC and PMS/PSS agencies. Wherever GC is deployed individual manpower through PSS must not be used for office support. PCEs may decide whether Division specific GCs are engaged or HQ level GC is engaged for CPM/GS units.

4. Tenders shall be called with the approval of PHOD.

5. Project specific **Clauses and appendices with square parenthesis shall be inserted by the tendering authority with relevant information.** For changes in other clause approval of PHOD with concurrence of associate finance will be required.

6. The quantum of the General Consultants should be against clear provision of **Departmental Charges** duly accounting for other liabilities created against **Departmental charges.**

7. This document shall have prospective effect.

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

(अजीत कुमार झा) 23.3.23
कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803: Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No. 2023/CE-I/CT/1/POLICY **New Delhi, Dated 23.03.2023**

Copy forwarded for information to:

1. The PFAs, all Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

For Member Finance

LIST FOR DISTRIBUTION (No No. 2023/CE-I/CT/1/POLICY, New Dated: 23.03.2020)

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

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, 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. MD, 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. MD, 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. Managing Director, 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), PEDCE(P), EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDRE, 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.

23.3.23

REQUEST FOR PROPOSAL (RFP)

FOR

APPOINTMENT OF
GENERAL CONSULTANT (GC)

for

[Project Units on Zonal Railways]

MINISTRY OF RAILWAYS

GOVERNMENT OF INDIA

March 2023

23.3.23

Table of Contents

GLOSSARY 5
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 11
2.4. Validity of the Bid 13
2.5. Preparation of Bids 13
2.6. Technical Bid 13
2.7. Financial Bid 15
2.8. Conflict of Interest 16
2.9. Number of Bids 16
2.10. Project 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 20
2.20. Evaluation of Bids 20
3. Criteria for Eligibility & Evaluation 22
3.1. Conditions of Eligibility of Bidders 22
3.2. Evaluation of Technical Bid 24
3.3. Shortlisting of Bidders 27
3.4. Evaluation of Financial Bid 27
3.5. Combined Techno-Financial Evaluation (QCBS) 27
3.6. Selection of GC 28
3.7. Execution of Agreement 28

23.3.23

3.8. Commencement of the Project 28
4. Miscellaneous 29
Schedule 1: Form of the GC Agreement 31
Annexure-1: Terms of Reference (TOR) 55
1. Introduction & Background 57
2. Objective 57
3. Scope of Services 58
4. Reports and Deliverables 64
5. General Consultant's Organization & Staffing 66
6. Manpower Deployment 67
7. Terms & Conditions of Payment and Deployment: 69
Annexure-2: Financial Bid (Cost of Services) 71
Annexure-3: Payment Schedule 72
Annexure-4: Bank Guarantee for Performance Security 73
Annexure-5: Bank Guarantee for Bid Security 75
Appendix-I 78
Technical Bid Form – 1: Letter Comprising the Bid 78
Technical Bid Form – 2: Particulars of the Bidder 81
Technical Bid Form – 3: Statement of Legal Capacity 83
Technical Bid Form – 4: Power of Attorney for Signing of the Bid 84
Technical Bid From – 5: Power of Attorney 86
Technical Bid Form – 6: Joint Bidding Agreement 88
Technical Bid Form – 7: Financial Capacity of the Bidder 93
Technical Bid Form – 8: Particulars of Key Personnel 94
Technical Bid Form – 9: Proposed Methodology and Work Plan 95
Technical Bid Form – 10: Abstract of Eligible Assignments of the Bidder 97
Technical Bid Form – 11: Abstract of Eligible Assignments of Key Personnel 98
Technical Bid Form – 12: Curriculum Vitae (CV) for Proposed Key Personnel 99
Technical Bid Form – 13: Eligible Assignments of Bidder 101
Technical Bid Form – 14: Eligible Assignments of Key Personnel 102
Technical Bid Form – 15: Deployment of Key Personnel 103
Technical Bid Form – 16: Affidavit 104
Technical Bid Form – 17: 106
Appendix-II: Technical Bid Form – 1: Financial Bid 107
Appendix-III: List of Project Specific Clauses 109

23.3.23

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 General Consultancy Services for Techno-Managerial & Financial Advisory Services. 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 Project 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.

23.3.23

GLOSSARY

Authority As defined in Clause 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 1.1.1 (4)

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 1.1.1

Lead Member As defined in Clause 2.1.2 (iii)

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

Note: 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.

23.3.23

1. Introduction

1.1. Background

The President of India represented by the [*******, **********] (the "Authority"), having its principal office at ********, [New Delhi,110001, India"] is engaged in the development of railways and related infrastructure, and as part of this endeavour, Authority intends to appoint a reputed Consulting firm as General Consultant (the "GC") for providing General Consultancy Services. The GC shall perform the duties in accordance with the provisions of the Agreement, and in accordance with the terms of reference ("Terms of Reference" or "TOR).

1.1.1. 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 Project	Request for Proposal (RFP) for Appointment of General Consultant for [Name of Project Unit on Zonal Railways]
2.	Estimated Cost of Consultancy Services *(in figures and words)	[Rs ******(*****)]
3.	Estimated period for completion of services	[36 months]
4.	Bid Due Date and time	By [11:00 hrs] (IST) on [<Insert date>]
5.	Physical submission of documents if any	As per Clause 1.2.2, 2.2.1, 2.3.1.2
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
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 ****** (*****)]
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

23.3.23

16.	Last date of receiving Queries	.....
17.	Performance Security	[3% or 5% (Three or Five percent)] of the Cost of services in terms of Clause 2.15 Shall be valid until 60 (sixty) days of the expiry of the Contract Period. In favour of: ********** Payable at: **********
18.	Submission of Performance Security	Within 15 days of issue of Letter of Award (LOA)
19.	Signing of Agreement	Within 15 days of submission of Performance Security

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 General Consultancy Services. 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. This RFP 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, investigations, and other detailed examination of this General Consultancy assignment 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 this RFP. Bidders are advised to examine the Terms of References 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 General Consultancy Services.

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.

23.3.23

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 Appointment of General Consultant for [Name of Project Unit on Zonal Railways]"

1.3. **Schedule of Bidding Process**

1.3.1. The Authority shall endeavour to adhere to the schedule provided in the KIT at Clause 1.1.1.

****

23.3.23

2. Instructions to Bidder(s) (ITB)

2.1. General

2.1.1. The brief and background about the Project are 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 General Consultancy 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 General Consultant;

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 Project. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the Project;

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;

23.3.23

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 Project 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 Project.

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

2.1.3. **Priority of agreements and errors/discrepancies**

In case of ambiguities or discrepancies within this Agreement, the following shall apply:

i. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

ii. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

iii. between any two Schedules, the Schedule relevant to the issue shall prevail;

iv. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

v. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

vi. between any value written in numerals and that in words, the latter shall prevail.

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 (Ministry of Railways) projects for a period up to 5 years or any measures to be undertaken as the Authority deems fit.

23.3.23

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 nearest100.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-5 and shall be valid for a period of 90 days beyond the bid validity period. In case, submission of Bid Security in the form of Bank Guarantee Bond, following shallbe 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 within 5 working days before deadline 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

23.3.23

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 Centers;
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 relaxation regarding the prior turnover and prior experience for start-ups recognized by Department of Industry & Internal Trade (DPIIT) shall be as per latest instructions of Public Procurement Policy issued by the Government of India from time to time, including but not limited to the "Manual for Procurement of Consultancy & other Services" issued by Department of Expenditure (Ministry of Finance) up to Bid Due Date.The Bidder is liable for damages in following cases:

a) If the Bidder submits a non-responsive Bid

b) If the Bidder withdraws its bid (offer) during the Bid Validity Period.

c) 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.

d) 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.

e) If the Bidder imposes any condition after the Bid Due Date affecting the original bid.

f) 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 up to 5 (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

23.3.23

procurement whether of goods, services (including Consultancy services and non-Consultancy Services)) 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. **Procurement Preference**

i **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.

Purchase Preference to MSE's: For purchase preference to Micro and Small Enterprises (MSE's) defined in 2.3.3 above, latest directives/instructions of Public Procurement Policy issued by the Government of India from time to time, including but not limited to the "Manual for Procurement of Consultancy & other Services" issued by Department of Expenditure (Ministry of Finance) 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 Project is provided in Clause 6 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

23.3.23

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 Authorized Representative, (in case of Consortium by Authorized 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 General Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, 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 Project 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 Project, in terms of proposed deployment as per Appendix-II, Financial Bid Form-1, and digitally signed by the Bidder's Authorized Representative.

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

i Financial Bid must be filled in IREPS using the formats attached in Appendix-II. No Details of Financial bid should be entered in Technical Bid.

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

iii GC 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 Project shall be included in the Financial Bid. These shall normally cover remuneration for all the personnel, accommodation, air fare, travel, equipment other than surveying, printing of documents, stationary etc except the cases of specific items that are given in Financial Bid Form Appendix-II. 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 Project up to and including discharge of all obligations of the GC under the Agreement, except the increase in remuneration rates as per 2.7.2 (iv) above.

23.3.23

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 GC provide professional, objective, and impartial advice and services and at all times hold Authority's interests interest paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The GC 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 GC 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 GC (including its personnel) and any subsidiaries or entities controlled by such GC. The duties of the GC depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the GC 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 or services 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. **Project Visit and Verification of Information**

2.10.1. Bidders are encouraged to submit their respective Bids after visiting the Project office and ascertaining for themselves the conditions, traffic, location, surroundings, climate, access to the Project location, 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:

23.3.23

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;

d) satisfied itself about all matters, things, and information, including matters referred 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

Clause 2.11.1 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.

23.3.23

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.[1]

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.

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 Project 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.

2.15. **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 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

[1] 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.

23.3.23

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.

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

23.3.23

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 GC relies on or make use of any intellectual property right belonging to a third party, the GC 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 GC.

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

23.3.23

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.

****

23.3.23

3. Criteria for Eligibility & Evaluation

3.1. Conditions of Eligibility of Bidders

3.1.1. Bidders must carefully read 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**: For demonstrating technical capacity, the Bidder shall have, over the past 5 (five) Financial Years and including the current Financial Year preceding the Bid Due Date, completed, or substantially completed one Eligible Assignment of value equal to or more than [35% of the Estimated cost of the Consultancy Services mentioned in item No. 2 of the KIT (Clause 1.1.1)] (the "**Technical Capacity**").

For evaluation, substantially completed means that the Bidder has received at least 90% of the professional fees against original agreement value towards undertaking such Eligible Assignment.

Provided further, that in case of a Consortium, experience of the Consortium as a whole or any of its constituent Members shall be considered

(B) **Financial Capacity**: The Bidder shall have received total income equal to 150 % of the estimated cost of the any Consultancy Services mentioned in item No. 2 of the KIT (Clause 1.1.1) 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 any consultancy services to its clients.

In case of Consortium, the Financial Capacity of only the Lead Member will be considered. Moreover, each member 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 6 related to Manpower Deployment under the Terms of Reference of this RFP.

At the stage of Interaction with Team and Skill Test of Key Personnel" as per clause 3.2.2 it has to be certified by the bidder that there is no conflict regarding availability of the proposed key personnel with respect to other projects on Ministry of Railways and if such a conflict comes to its notice any time before issue of letter of acceptance in the present tender, it shall be brought to the notice of the Authority immediately.

If more than 25% of the Key Personnel proposed by the bidder fail to meet the eligibility criteria, the bidder shall be considered to have failed to meet the eligibility criteria with regard to Key Personnel. However, in case of failure up to 25% of Key Personnel to meet eligibility criteria, zero marks will be awarded to such Key Personnel during evaluation of technical score as per clause 3.2.2 and the bidder will have to replace such Key Personnel with eligible Key Personnel within a period of [three] days from communication made by Authority in this regard. If the bidder fails to replace such Key Personnel within the aforesaid time, Authority reserves the right to reject the offer of such bidder(s) and proceed for

23.3.23

opening the Financial Bids. Failure of Team Leader to meet the eligibility criteria as per Clause 6 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 Any Consultancy Services[3]* 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 Any Consultancy Services* have been engaged for development and/or construction, falls under the following categories:

(i) Any project of railway / metro /Any SPV with Ministry of Railways / DFCCIL / Multi Modal Transport hub / Airport / Regional Rapid Transit System (RRTS) / High Speed Rail (HSR) / monorail; or

(ii) airport terminals (with or without related airport infrastructure works), ports, integrated check posts, and bus terminals; or

(iii) National Highway or State Highway or Expressway or similar Highway

(iv) Commercial / Residential real estate project]

*[*Note - Para 177 of General Financial Rules 2017 may be referred for interpretation of Consultancy Services.]*

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:

[3] Para 177 of General Financial Rules 2017 may be referred for interpretation of Consultancy Services. Tendering Authority may delete this footnote while inviting tenders.

23.3.23

(i) Sub-consultancy will not be considered as eligible experience.

(ii) For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the Authority.

(iii) 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.

(iv) 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.

3.1.5. The Bidder shall enclose with its Bid, certificate(s) from its Statutory Auditors[4] 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 Bid 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]:

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of theBidder	150	15 marks for each completed Eligible Assignment and 12 marks for each substantially completed Eligible Assignment in terms of 3.1.2 (A) undertaken by the Bidder in past 5 (Five) financial years and including the current financial year preceding the Bid Due Date, subject to maximum of 150 marks.

[4] 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.

23.3.23

2.	Average Annual Revenue of Bidder from professional fees received for providing consultancy and/or supervision to its clients, inthe past 3 financial years – Form 7, Appendix 1	120	2.0 marks for each crore or part thereof subject to maximum of 120 marks.
3.	Relevant Experience of Key Personnel - *Team Leader cum Financial Expert (the "Team Leader")* Note: The Team Leader should be on the role of the Bidder.	70	10 marks for experience as Team leader in each Eligible Assignment in terms of 3.1.3, subject to maximum of 70 marks for Team Leader *cum Financial Expert.*
4.	Relevant Experience of KeyPersonnel- *Contract Management Expert*	40	10 marks for experience as contract management expert in each Eligible Assignment 3.1.3, subject to maximum of 40 marks for *Contract Management Expert*
5.	Relevant Experience of KeyPersonnel- *Senior Design and Review Expert*	40	10 marks for experience as senior design and review expertin each Eligible Assignment in terms of 3.1.3 subject to maximum of 40 marks *for Senior Design / Review Expert*
6.	Relevant Experience of KeyPersonnel- *Sector Expert (Civil-I, Civil-II, Electrical, S&T))*	100	10 marks for experience as Sector Expertin each Eligible Assignment in terms of 3.1.3, subject to maximum of 100 marks.
7.	[*********]	[*********]	[*********]

NOTE (IMPORTANT):

1) Deployment of Key Personnel for minimum number of days on the Eligible Assignments claimed to be necessary for consideration for evaluation here.

S.No.	Key Personnel	Minimum number of days of deployment on Cumulative Basis for any single project claimed as Eligible Assignment
1.	Team Leader cum Financial Expert	180
2.	Contract Management Expert	[180]
3.	Senior Design &Review Expert	[180]
4.	Sector Expert (Civil I)	[180]
5.	Sector Expert (Civil II)	[180]

23.3.23

6.	Sector Expert (Electrical)	[180]
7.	Sector Expert (S&T)	[180]
8.	[*********]	[**********]

2) *The Team Leader should be on the payroll of the Bidder before Bid Due Date. All other Key Personnel shall be directly employed/engaged with the Bidder prior to the commencement of services.*

3) *If same CV is proposed by two or more Bidders, zero marks shall be given to all such Bidders for such CV of Key Personnel.*

4) *Age of any Key Personnel proposed.*

S.No.	Key Personnel	Maximum age in years as on Bid Due Date to be considered for evaluation should not be more than
1.	Team Leader cum Financial Expert	55
2.	Contract Management Expert	[55]
3.	Senior Design &Review Expert	[55]
4.	Sector Expert (Civil I)	[55]
5.	Sector Expert (Civil II)	[55]
6.	Sector Expert (Electrical)	[55]
7.	Sector Expert (S&T)	[55]
8.	[*********]	[55]

5) *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.*

6) *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 Sector Expert in the above table shall be 25 if requirement of four Sector Expert is specified i.e., 100 divided by 4. The total score for the category of Sector Expert shall be the sum of the individual scores of all personnel proposed as Sector Expert.*

7) *For the purpose of this clause to claim experience and scoring the Key Personnel must have worked on the Eligible Assignment for General Consultancy Services.*

8) *For the purposes of evaluation under this Clause 3.2.2 the Key Personnel mentioned under this Clause 3.2.2 shall be considered. However, Bidder is required to submit all details and requirements as mentioned under this RFP for all Key Personnel and other Personnel as mentioned under Clause 6 of Terms of Reference with the formats under the Bid Forms along with the Bid.*

8.	Quality of Proposed Management / Technical / Approach, Methodology & Work Plan and Interaction with Team, Skill Test of Key Personnel	180	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 along with its Team Leader and proposed team to be deployed for the Project on due date and time (to be notified) along-with Skill Tests of Key Personnel's and will be followed by 15-30 minutes of Question-and-Answer Session/Written Tests/Practical.

Criteria	Marks
Proposed Methodology and Work Plan	80
Interaction with Team Leader	30

23.3.23

			Skill Test & Interaction with Every Key Personnel (except Team Leader) **Note:** - *Skill Test as prescribed in Appendix-I Technical Bid Form -9 shall be done by Authority to suit requirement of respective Key Personnel as per Scope of Services defined in ToR. Equal weightage may be assigned to individual Key Personnel.*	70
9.	**Grand Total**	**700**		
10.	**Technical Score**	**Grand Total (as per Item Code 9 above)/10**		

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.

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.

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

3.4.4. 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.

23.3.23

3.6. Selection of GC

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 entitledto seek any deviation in the Agreement.

3.8. Commencement of the Project

3.8.1. The GC shall commence the services at the office of [Project Unit on Zonal Railway] from the date as mentioned in the LOA. The Authority at its discretion mayissue instruction to commence the services from a date later than the one mentioned in the LOA. However, the Authority shall provide at-least [15 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 General Consultant in terms of this clause 3.8.1, shall be the effective date (the "Effective Date") for commencement of Services under this Agreement.

****

23.3.23

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.

******

23.3.23

SCHEDULES

23.3.23

Schedule 1: Form of the GC Agreement

23.3.23

FORM OF GC AGREEMENT

DATED _____

BETWEEN

[Name of Project Unit of Zonal Railway]

(Ministry of Railways, Government of India)

AND

M/s _____

FOR

[General Consultancy Services]

23.3.23

GENERAL CONSULTANCY SERVICES AGREEMENT

This AGREEMENT (hereinafter called the "**Agreement**") is made on the ..... day of the month of..... 20.... at ..... (Place of Execution of Agreement), 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 "**General Consultant**" or "GC" 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 GC for providing Support for Techno-Managerial & Financial Advisory Services for [Name of Zonal Railways]

3) The Authority has issued Request for Proposal for the Project 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 GC is a firm having particular skill and expertise in the field which the Authority wishes to use and hence Authority has selected the GC 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 **General Consultancy Services**" or "**the Services**").

5) The Bidder shall provide the Services 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 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 GC about the Project or the Authority's affairs or finances or which comes into the possession of the GC during the course, or as a consequence, of it providing the Services to the Authority.

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

"**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 GC 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 GC referred to individually; "Parties" means Authority and the GC 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. GC

2.1. The Authority hereby engages the GC to provide 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 of the RFP 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 GC 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 GC's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

3. GC's Services

3.1. The GC 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 GC shall devote such time and effort as may be required to ensure proper performance of Key Personnel & Other Support Personnel deployed as per Authority's requirements.

3.3. Deleted

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

3.5. Deleted

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

3.7. Accounting, inspection, and auditing: The GC 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

23.3.23

detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the GC'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. GC's actions requiring the Authority's prior approval: The GC 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 GC 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 GC or arises out of its failure to conform to good industry practice. The GC shall also be responsible for promptly correcting, at its own cost and risk, the tasks performed.

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 the Services to GC shall be applicable for each instance of non-performance/non-compliance.

3.9.2. Notwithstanding anything contained above, the GC 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 the authorized representatives of the Authority.

3.9.4. Deleted

3.9.5. Deleted

3.9.6. Deleted

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

3.10. **GC's personnel:**

23.3.23

a) **General**: The GC 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 GC'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 GC 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 GC 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 up to 180 (one hundred and eighty) days from the Bid Due Date due to reasons attributable to Authority, the Selected Bidder shall be permitted for replacement up to a maximum of 50% Key Personnel with Key Personnel of equivalent or better qualifications without considering the same as replacement/substitution and without any deduction. Apart from the above, the Authority will not consider any substitution of Key Personnel except for reasons of any incapacity, death, or any reasons beyond the reasonable control of the GC. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.11.2. As a condition to such substitution, 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).

3.11.3. If the Authority finds that any of the GC'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 GC 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 GC shall provide equal or better replacement.

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 GC'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 GC shall ensure that any absence on leave will not delay the progress and quality of the Services. The

23.3.23

person designated as the Team Leader of the GC'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 GC hours of work normally shall match with that of office of [Project Unit on Zonal Railway]. 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 GC and Extension of Time

4.1. The GC has submitted a Performance Security to Authority for a sum equivalent to [3% (three percent) / 5% (five percent)][6] of the Cost of the Project amounting to Rs. _____/- (Rupees _____only) 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 GC in the commencement or delay in performance of its contractual obligations shall render the GC 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 Deliverables as per ToR 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.

4.4. **Extension of Time**: Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the GC, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the GC 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 GC's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the GC'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[7], if any, and specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. ..... (Rupees. .....).

[6] Please retain as per Govt. guidelines

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

23.3.23

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 GC in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 4.5.1 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 GC on the instructions of Authority which is not included in the scope or deployment of GC shall be executed as per man days rates agreed upon between Authority and the GC in terms of Clause 7.1 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.

4.7. **Payment to the GC**

4.7.1. Payment to the GC for the Services shall be made in terms of Clause 7 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 GC at the accepted remuneration rates as per Agreement shall be adjusted by the formulae prescribed in this clause.

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

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

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

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

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 Key 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.

23.3.23

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 GC 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 6.3 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 GC.

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 GC 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 GC 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 GC, if as a result of Force Majeure, the GC 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 GC 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 GC or any of the GC'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 GC 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, GC 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 GC. The GC 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 General Consultant

6.7.1. The GC 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 GC pursuant to this Agreement and not subject to dispute within 60 (sixty) days after receiving written notice from the GC that such payment is overdue; or

b) as the result of Force Majeure, the GC 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 Authority and Insurance

8.1. The GC's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The GC shall, subject to the limitation specified in this Clause 8.1, be liable to the Authority for

23.3.23

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 GC or on the part of any person acting on behalf of the GC in carrying out the Services, the GC, with respect to damage caused by the GC 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 GC hereunder, or (B) the proceeds the GC may be entitled to receive from any insurance maintained by the GC 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 GC's liability, if any, for damage to Third Parties caused by the GC or any person or firm acting on behalf of the GC 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 GC

a) The GC 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 GC 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 GC 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 GC, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the GC, and the GC 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 GC and the GC 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 GC 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 GC 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 GC, 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 GC agrees to treat all confidential information of Authority as secret and confidential at all times.

9.2. The GC 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 GC shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The GC 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 GC 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 GC 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. 7In the event any confidential information is disclosed by the GC or any of its personnel, Authority will have the right to take action against the GC under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the GC and its personnel.

9.5. On termination of this Agreement (however such termination may arise) the GC shall deliver to the Authority all working papers, computer disks and tapes or other material and copies provided to the GC 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

23.3.23

(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 GC to the [CAO/Construction, CPM/Gati-Shakti, CPM/Construction] 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. [CAO/Construction, CPM/Gati-Shakti, CPM/Construction] shall, within 30 days after receipt of the GC's "Notice of Dispute", notify the name of conciliator(s) to the GC. 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, GC 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 GC to the General Manager (GM) and the GM shall, within 120 days after receipt of the GC's representation, make and notify [CAO/Construction, CPM/Gati-Shakti, CPM/Construction] as approved by competent authority issuing the RFP decisions on all matters referred to by the GC in writing provided that matters for which provision has been made as referred below in Clauses 10.4 (i) to 10.4 (xiii) 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 GC; 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 GC's personnel performance is not satisfactory, he may instruct the GC to remove the personnel from the work and the GC has to comply with the above instructions with due promptness. GC shall intimate the actual date of discontinuation of its personnel to the Authority. No claim of GC 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 GC 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 GC 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 GC's bills/Security Deposit or any other dues of the GC with the Government of India.

iii The GC 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

23.3.23

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 GC will not be paid any compensation whatsoever except payments for the work done up to the date of rescission. Schedule – 1: Form of Agreement

iv **Rates for Extra Items of Works**: Any item of work carried out by the GC 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 GC 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 GC 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 GC is not satisfied with the decision of the Authority representative in this respect, he may appeal to the Authority within 30 days of getting the decision of the Authority representative, supported by analysis of the rates claimed. The Authority's 'decision after hearing both the parties in the matter would be final and binding on the GC and the Authority.

v **Signing of "No Claim" Certificate**: The GC 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 GC, 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 GC shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

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

vii **Provisions of Payments of Wages Act**: The GC 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 GC 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 GC 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 GC and the Authority may on failure of the GC to repay such money to the Authority deduct the same from any moneys due to the GC in terms of the contract. The Authority shall be entitled to recover the same from General Consultant's bills/Security Deposit or any other dues of GC 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 GC.

23.3.23

viii 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 GC 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 GC's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the Authority will recover from the GC, 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 GC's bills/Security Deposit or any other dues of GC 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 GC 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 Authority regarding the amount actually recoverable from the GC as stated above shall be final and binding on the GC.

ix **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 GC in executing the work, Railway will recover from the GC 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 GC's bills/Security Deposit or any other dues of the GC 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 GC and upon his giving to Authority full security for all costs for which Authority might become liable in consequence of contesting such claim.

x **Provision of Mines Act**: The GC 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

xi **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 GC 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 therefor shall be conclusive evidence thereof.

xii Payment on Determination of Contract: Should the contract be determined under sub clause above, and the GC 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.

xiii Determination of Contract owing to Default of GC.

23.3.23

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][8], 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 GC 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 Matters finally determined by Authority as per clause 10.4, the GC, 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)

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.

(iii)

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

[8] Please insert relevant contract document as per the Project being undertaken by the GC

23.3.23

(iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(v) If the GC 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) Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:

i In cases where the total value of all claims in question added together does not exceed 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of the Authority not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

ii In case not covered by the Clause (i) above, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 (two) Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the GC within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. GC will be asked to suggest to General Manager at least 2 names out of the panel for appointment as General Consultant's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the General Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 (three) arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of GC 's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

23.3.23

iii The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 10.5.1 (i) and (ii) above, can continue as arbitrator in the tribunal even after his retirement.

b) Appointment of Arbitrator where applicability of Section 12(5) of Arbitration and Conciliation Act has not been waived off:

i In cases where the total value of all claims in question added together does not exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the GC within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. GC will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

ii In cases where the total value of all claims in question added together exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the GC within 60 days from the day when a written and valid demand for arbitration in received by the General Manager. GC will be asked to suggest to General Manager at least 2 names out of the panel for appointment as GC's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the GC's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of GC's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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 fails to act without undue delay, the 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

23.3.23

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 Arbitrator(s):
    - Serving Gazetted Railway Officers of not below JA Grade level.
    - 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.
- 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 arbitrators 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. In case of the Tribunal, comprising of three members, 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. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed 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. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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 GC shall at all times have the status of a self-employed person and for the avoidance of doubt neither the GC 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 GC shall be and hereby undertake responsibility for all income tax liabilities or similar taxes and levies in respect of its fees and the GC 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 GC's services pursuant to this Agreement.

12. Setoff

Whenever under this contract any sum of money shall be either overpaid to the GC by Authority and therefore recoverable or is otherwise payable by the GC 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 GC 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:

23.3.23

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 GC by the Authority for the purposes of this paragraph. To the General Consultant, shall be addressed to the GC at the premises, or to such other person/address as may from time to time be notified to the Authority by the GC 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 GC 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. GC's work on the Services to be 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 GC 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 GC may take

23.3.23

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 "GC Documents") prepared by the GC in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such GC Documents shall vest with the Authority. Any GC 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 GC Document is created, and the GC 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 GC.

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

18.4. The GC shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Services Documents, or due to any breach or failure on part of the GC 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. Defect Liability Period:

The defect liability period (the "**Defect Liability Period**") for the Consultancy shall be 06 (Six) months from the date of final payment made to the Consultant on completion of Services. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant's Personnel. The Consultant shall continue to assist the Railway during the Defect Liability Period, as and when need arises, on any matter related to the Project (s) that is incidental to the Services rendered by the Consultant. Such assistance shall be including but not limited to as follows:

"Identification of defect, rectification plan and getting it rectified"

Performance Guarantee shall continue to remain with the Railway and the Professional insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period. The Security Deposit and Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Railway has no claim against the Consultant.

20. 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.

23.3.23

In Witness whereof, the parties have signed this Agreement on the date and year first mentioned above

For and on behalf of

The President of India (Authority)

Name and Designation of the Officer
Address
(Authorised Signatory)

For and on behalf of M/s. ..... (General Consultant)

Name and Designation of the Officer / Person
Address
(Authorised Signatory)

In the presence of Witnesses:

1. Witnesses

Name:
Address:
Signature:

2. Witnesses

Name:
Address:
Signature:

23.3.23

ANNEXURES FOR AGREEMENT

Annexure-1	Terms of Reference
Annexure-2	Financial Bid
Annexure-3	Payment Schedule
Annexure-4	Performance Security
Annexure-5	Bank Guarantee of Bid
	Bid Security
	Bid Forms
	Letter of Award

23.3.23

Annexure-1: Terms of Reference (TOR)

Of

GENERAL CONSULTANCY SERVICES

23.3.23

CONTENTS

S.No.	Description	Page
1	Introduction & Background	57
2	Objective	57
3	Scope of Services	58
4	Reports and Deliverables	64
5	General Consultant's Organization & Staffing	66
6	Manpower Deployment	67
7	Terms & Conditions of Payment & Deployment	69

23.3.23

Annexure-1

Terms of Reference (TOR)

1. Introduction & Background

1.1. Ministry of Railways (MOR) has decided to plan and execute the projects like [*carrying out feasibility study, preparation of Detailed Project Report, Station redevelopment, Passenger Amenities Works, Traffic Facilities Works, Road Safety and level crossing works, Road under Bridges(RUB) and Road Over Bridges (ROB), Signalling and Telecommunication works such as EI,RRI, Provision of Lifts & Escalators, Workshops including production unit work, Electrification of sidings, coal connectivity new line projects*].

1.2. [Ministry of Railways has created **Divisional Gati Shakti Unit (GSU)** in **[Name of division]** of **[Name of Zonal Railway]** with the mandate to fast track the construction works of ***[Infrastructure, Traffic Facility, Station Development projects etc, hereafter called projects]*** in order to improve operations and mobility. The unit is a multi-disciplinary unit comprising of **[SG/JAG/SS officers of various disciplines viz traffic, engineering, electrical, mechanical, signalling & telecom, accounts etc.]** and is headed by an [CAO/Construction, CPM/Gati-Shakti, CPM/Construction].

The Authority will engage multiple stakeholders and has envisaged execution of works through Engineering, Procurement, Construction ("EPC") mode as well as Item-rate contracts (hereafter called works contracts) and shall be undertaking the appointment of Technical Consultants, EPC contractors, Authority Engineer for Project Management Services (PMS) and Facility Management Services and Agencies for planning, execution, and supervision of these works contracts.]

1.3. **[Name of Project Unit** (CAO/Construction, CPM/Gati-Shakti, CPM/Construction)] of **[Name of division]** in **[Name of Zonal Railway]** for and on behalf of President of India, hereafter referred as 'Authority', invites proposals under single stage two packet system and intends to appoint a 'General Consultant' operating at [Division] to support Authority in managing the projects assigned to Authority in execution of contracts, establishing coordination among all stakeholders.

1.4. These Terms of Reference (TOR) define the services required from the 'GC' who are to be engaged for Techno-Managerial and Financial Advisory Services for the Project work specified in Clause 1.1 and Clause 1.2 above.

2. Objective

2.1 The objective of engaging the **'General Consultant'** is to provide handholding support to [CAO/Construction, CPM/Gati-Shakti, CPM/Construction] in management of projects and contracts in different stages (under appraisal, to be awarded; under construction; completed) so that there are nil or minimum delays in implementation of projects and nil or minimal claims/ litigation against Railways in conformity with Railways' rules and regulations; and codes Local laws, bye laws, regulations, rules etc.

2.2 The Authority hereby envisages the requirement of co-ordination, support, and assistance at the [Zonal/divisional] level for selection, implementation, monitoring and review the progress of the EPC contractors, Works Contractors, Technical Consultants, Facility Management Services Agencies, Authority's Engineers, etc. For the purpose of handling various interactions, documentation, communication, harnessing knowledge, research and providing operational support to the concerned departments/teams, the Authority intends to appoint 'General Consultant (GC)'.

23.3.23

2.3 The role of General Consultant (GC) is to assist and provide support services to the Authority on various activities of the Project and assist the Authority in monitoring and planning the project progress on day-to-day basis. The GC will act as a key interface between the [CAO/Construction, CPM/Gati-shakti, CPM/Construction] and respective stakeholders.

2.4 The GC shall undertake this consultancy in order to achieve the objective of the Authority specified under scope of services. The detailed scope of services specified below is based on the Authority's understanding of the scope of service.

3. Scope of Services

The broad scope of Services to be performed by the General Consultant (GC) shall include but not be limited to those described hereunder;

i. Project Progress Review and Implementation Monitoring

ii. Technical Advisory Services

iii. Financial Advisory Services

iv. Performance Management of consultants

v. Contract Management and Legal Support Services

vi. Refinement of Program Management System

vii. Procurement and Bid Process Management Support

i. Project Progress Review and Implementation Monitoring

A. Project Governance and Management Services

The General consultant shall continuously review and monitor progress across all contracts being executed under [Name of Project Unit]. The consultant shall carry out the following tasks across all aspects of scope of work:

a. Providing assistance for overall project management and coordination with consultants, engineering/master planning firms, Central Govt /Ministries, State Government(s) and/or any other agency appointed by Authority. Monitor exchange of contractual communications, raise red flags on correspondence & events which may lead to claims/ damages on the Authority

b. Advise on such events & correspondences to protect interest of the Authority within specified timeline (Real time) and vet the important communications to be issued by Authority

c. Highlight reasons for delays, failures in meeting obligations by various parties in each project and suggest remedial measures to be taken by various stake holders.

d. Review and reporting of all works under appraisal & provide weekly reports on critical issues on all aspects

23.3.23

e. Review of items to be reported to DRM/GM/Railway Board on Monthly/Quarterly basis and preparation of report thereof

f. Support Authority on additional initiatives with regards to project & contract management from time to time

g. Establish project review meeting cadence protocols (stakeholder coordination meetings, site review meetings, etc.), listing of key attendees, monitor and report compliance

h. Assess achievements of Milestones in terms of land acquisition, statutory permissions, Utility shifting approvals, forest/wildlife clearances, etc.

i. Monitor progress of projects based on detailed program finalized by the EPC Contractor/Authority Engineer/Independent Engineer/PSSA and highlight gaps in adherence to project plan

j. Analyse monthly progress of each project submitted to Authority and bring out bottlenecks, issues, and remedial measures.

k. Assess quality of information reported in monthly progress reports of the Authority Engineer/Independent Engineer and raise red flags to management to highlight deficiencies

l. Review decision making process & timelines of field units and suggest corrective action

m. The General Consultant shall review, compile, and submit the monthly progress reports to the Authority, containing description of ongoing, completed, and delayed project activities illustrated by bar charts, comments on the Contractor(s) progress report and progress/ completion photographs.

n. Facilitate fulfilment of obligations by Authority, Contractors & other stake holders (like State Governments, Local Bodies, etc.) and other Statutory Bodies

o. Assist the Authority in existing and future contracts under implementation on matters related to replies to EPC contractors, Authority Engineers, Independent Engineers, Facility management service agencies and other consultants

p. Advise Authority in various decision-making activities pertaining to the project planning and progress including documentation etc. and shall Co-ordinate with all project Stakeholders i.e., Contractors, Authority Engineers, Facility Services Agencies and/or any other Consultant for the project.

B. Documentation Work

The General Consultant shall

a. Assist the Authority in responding to any queries / clarifications being sought by the Parliament/Ministries / departments / implementing agencies with respect to the **Projects** being implemented by Authority.

b. Prepare presentations for review on project progress for various stakeholders, as required by Authority.

c. Prepare consolidated progress reports or project management including identification of problems,

bottlenecks in project implementation, and providing specific recommendation.

d. Identify key KPI's for monitoring and reporting, develop formats / templates for MIS dashboards, reports, data entry templates etc. to be issued by Authority Unit

C. Information & Database Management Services

a. GC shall assist Authority in working on various Indian railways engineering portals like e-DAS etc.

b. GC shall assist in regular updating of data in Management Information System Tools being used for various works by Railways like IRPSM, IRWCMS, Gati-Shakti Portals from time to time (No separate IDs shall be provided to the GC). The Consultant shall also prepare and update weekly and monthly programs, if required (containing progress during the previous week/month and showing the planned work during the next three weeks/months) for discussion in the weekly and monthly meetings with the Engineer-In-Charge/Railway Board/DRM's etc. The Consultant shall also examine, review and comment on the Project Programs submitted by the Contractor(s) and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the Contractor(s)'s resources vis-a-vis Project Program and submit reports to Authority in order to ensure that the Contractor(s) mobilizes additional resources to meet the Program requirements. Tracking system to be data administered regularly and be accessible to all stake holders in real time and should prompt for stakeholder actions as per milestones so as to achieve a streamlined execution process that enhances success & accountability.

c. GC shall collate all information from email, Dak, Fax, other sources to build up sufficient information in consultation with Authority so as to establish robust communication with all stakeholders on real-time basis.

d. GC shall Develop data base of all the key personnel deployed by the Independent/Authority Engineer/ PMC/PSSA to ensure their deployment as per the provisions of the Contract Agreement.

e. During presentations inspections and reviews of Authority, GC shall assist in sharing presentation across multiple screens, drawings, maps, Documents, images, videos as required for effective project communication.

f. GC shall develop formats for method statements and work procedures for describing important and complex construction works including model documents for key aspects of the project(s).

g. The General Consultant shall maintain records of details of variations, day to day correspondence in the appropriate formats specified/ approved by the Authority and shall be available to the Authority at all times and is to be provided as requested from time to time.

h. The General Consultant shall maintain a day-to-day diary which shall record all events pertaining to the administration of the Contract, request forms and orders given to the Contractor(s) and any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works.

i. The General Consultant shall maintain copies of all reference documents, day-to-day correspondences, specifications, drawings, management procedures, method statements, work procedures, inspection

23.3.23

and testing procedures in a systematic manner in the office of the Authority.

ii. Technical Advisory Services

a. The General Consultant shall provide assistance / handholding by scrutinizing the Detailed Project Report (DPR) for its correctness and suggesting the correction required technically. All proposals for expenditure on works are required to be scrutinized with regard to its socio-economic necessity, utility, and financial prospects. GC shall review the (DPR) submitted to **Authority** by the Detailed Design consultant or by the Contractor, as the case may be, in order to provide verified/proof checked working document to the Contractor.

b. The General Consultant shall ensure review of Quality assurance plans (QAP's), Material Assurance Plans (MAP's), Material Test Plans (MTP's) etc consisting of documents on management procedures for managing construction, design, quality, safety, training, environment, non-conformances, payment, reporting, project schedule etc. and shall be checked, commented upon, and finally got concurred by Authority before start of respective work by the Contractor(s).

c. The General Consultant shall examine and comment on the management plans/ procedures, method statements, work execution plans, inspection and testing reports and other such documents submitted by the Contractor(s) to Authority for approval and ensure that they are in conformance to the requirements of Contract(s) of Railways.

d. The General Consultant shall assist Authority in issuance of site instructions/inspection notes, non-conformance notices to the Contractor(s) after identification of defects or non-conformance to specifications, method statements or to any other requirement in the Contract.

e. The General Consultant shall assist and advise the Authority in taking appropriate and timely actions for ensuring fulfilment of the Contractual obligations by the Contractor(s) and successful completion of project(s) in time.

f. The General Consultant shall assist the Authority in meetings with the Contractor and coordination work with different agencies and hold meetings for proper and timely implementation of the works.

g. The General Consultant shall review and examine the construction drawings w.r.t functionality, general layout, adherence to specifications and provisions of relevant codes submitted by Contractor(s) before approval. The review shall identify any defects or omissions that compromise the completeness or consistency of the drawings.

h. The General Consultant shall 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.

i. The General Consultant shall render to the Authority all required assistance, technical services, guidance, support, or advise on matters concerning engineering aspects of the projects by way of personal interaction, and also through invited Experts on the matter with Railway's prior approval.

j. Review technical specifications provided by DPR consultants and incorporate the same

k. Review DPR and contract documents prepared by DPR consultant and provide comments on the RFP

23.3.23

and contract documents.

iii. Financial Advisory Services

a. The General Consultant shall scrutinize for any arithmetical errors in accounts, invoices, bills, and other statements submitted to [Authority]. GC shall also ensure that bills submitted, if any are in proper order with all requisite documents. GC shall be responsible for internal checks, recording of project-wise expenditure, compilation and keeping of accounts etc.

b. The General Consultant shall review, quantify, comment, and submit its recommendations to the Authority on claims of variations by the Contractor(s), if any. GC shall keep a tab on variation in quantities in work contracts and raise alarm sufficiently in advance to enable Railways to take necessary corrective action.

c. GC shall keep continuous and concurrent review of the expenditure as incurred against the details of the estimates and against the sanctioned grants, so that revisions of estimates are arranged for at the earliest possible point of time.

d. The General Consultant shall prepare quarterly cash flow projections for the **Authority** based on the projected progress of project(s) in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work.

e. The General Consultant shall assist the **Authority** in providing clarifications/explanations to the observations made from time to time by auditors.

f. The GC shall review project-wise financial progress vis-à-vis physical progress on monthly basis and provide comments/ suggestion/ remarks etc against yearly/ overall targets and keep track record of fund utilization.

g. GC shall assist in scrutiny and review of all cases/proposals involving financial consideration as per relevant Schedule of Powers and should be meticulous and assist Authority by rendering financial advice in the matter not only in the light of the facts adduced in the proposal but also by virtue of his personal knowledge and experience in the field of the activity. If necessary, GC may also suggest alternative ways and methods which in his opinion may be more suitable and economical to achieve the objectives contained in the proposal.

h. GC shall also ensure that proposal should be sufficiently comprehensive and not only contain his comments, if any, on the facts adduced in the justification of the proposal but also mention the financial implications and his views as to its financial prudence.

iv. Performance management of consultants (IE/AE/DPR/Safety Consultants)

a. Monitor deliverables as per ToR and compliance of obligations under the contract for and raise red flags on potential delays

b. Assess quality of deliverables based on comments/observations of Authority

c. Provide feedback and comments to Authority for monitoring and appraisal of performance based on Key Performance Indicators.

23.3.23

d. GC shall develop a rating system to evaluate performance of its key personnel and get it approved by Authority and submit the ratings on monthly basis to Authority.

e. A rating mechanism to evaluate performance of all the key personnel deployed by the Independent/Authority Engineer/Project Management Consultancy (PMC)/Project Supervision Services Agency (PSSA) shall also be developed to rate the performance of all the key personnel deployed by the Independent/Authority Engineer/PMC and submit the ratings on monthly basis to Authority

v. Contract Management Support Services

a. Any disputes with regard to works being executed by the contractors under Authority shall be resolved in the most amicable manner in accordance with the provisions of the contract.

b. The General Consultant shall advise and assist the Authority in arbitration proceedings, the appeal of arbitration or litigation relating to the works, whenever required during or after the Consultancy assignment till the expiry of the Defect Liability Period

c. The GC shall support Authority in land-disputes and also assist in process of land acquisition process for projects as per requirement.

d. The GC shall analyse Arbitral Awards & judgments in key cases and advise on suitable remedial measures on a case-by-case basis.

e. The GC shall highlight all unsettled disputes between contractor & Railways based on data captured in PMS to notice of Authority and expedite resolution

f. The GC shall assist in review of impact of Extension of time (EOT) and change of scope (COS) on project budget.

g. The consultant shall assist in approvals of proposals for variations in the shortest possible time duly coordinated with the Contractors and the Authority Engineer/Engineer-in-charge for the projects

h. Rendering advice to Authority on queries from all stake holders of project technical consultants, EPC contractors, Authority Engineers, Independent Engineer, and facility management service agencies as required by the Authority.

vi. Refinement of Program Management System

The GC shall

a. Suggest Refinement in Program Management Systems/Digitized Platforms being adopted by Authority for project monitoring as needed to improve user friendliness and to ensure comprehensiveness of information collected.

b. Suggest refinement to design of dashboard on Program Management system, as needed to improve Management Information System reporting

c. Devise and implement mechanisms to ensure timely and quality data capture on Program Management system

23.3.23

d. Evaluate / Analyse data from Program Management System for prompt actions from Railways

e. Overall Program management through Program Management system with focus on activities listed

vii. Procurement and Bid Process Management Support

a. The General Consultant shall assist the Authority in drafting Expression of Interest, Notice Inviting Tender (NIT's), Proposals for Quotation's and RFP's and shall undertake preparation and review of Tender bid documents.

b. Assist Authority in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders' queries, bid evaluation, selection of contractors, award of contract and signing of contract;

c. Assist the Authority in preparing procurement plan for various project related consultants, EPC contractors, Authority Engineers, facility management service agencies, and manage the procurement timetable based on status of the project.

d. Preparation of TOR & bidding documents based on standard documents / templates of Indian Railways / Authority, managing the procurement process and other activities for selection of technical consultants, EPC/non-EPC contractors, Authority Engineers and facility management service agencies and other service Contractors

e. Assist the Authority in the bid process for selection of the entities (technical consultants/EPC contractors/non-EPC Contractors Authority Engineers/facility management service agencies/Service Contractors) from among the Bidders and till the signing of the Agreement of the project for the upcoming projects under the Authority. This would include (but not limited to) preparation and issue of suitable advertisement (cost of which would be borne by the Authority), anchoring of pre-bid conferences(s), preparation of Minutes of meetings, assisting the Authority in uploading of tender documents, responding to queries, preparation of Corrigendum/Addendum, short-listing of qualified bidders, assistance in technical and financial evaluation of the bids received and recommending shortlisting and/or selection of the firm/s.

4. Reports and Deliverables

4.1 The General Consultant shall prepare and issue to the Authority six (6) copies of the following reports, the format and content of which are to be acceptable to the Authority:

(a) **Inception Report**

Within 21 days of the commencement of the Consultancy Contract, the Consultant shall prepare and deliver an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan conforming ISO 9001 system of the Consultant's own working and including but not limited to quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule to establish compliance with ISO 9001 system. Roles and responsibilities of Key Personnel and Other

23.3.23

Professional Personnel specified at Annexure - shall be expanded and detailed by the Consultant so as to make each Professional Personnel responsible for specific items in a manner that all items of the Terms of Reference are distinctively covered.

(b) **Consultancy Management Plan**

The General Consultant shall deliver detailed management plan within 30 days of the commencement of the Consultancy. These procedures will describe how the Consultant will carry out the scope of Services and discharge its responsibility contained in the TOR.

(c) **Systems and Procedures**

Within 45 days of the commencement of the Consultancy, the General Consultant shall prepare and deliver formats for method statements, work procedures etc in consultation with [CAO/Construction, CPM/Gati-shakti, CPM/Construction].

4.2 GC shall maintain a daily log register in which all day-to-day tasks/activities performed by Key Personnel's/Other Support Personnel shall be logged. A daily log report to [CAO/Construction, CPM/Gati-shakti, CPM/Construction] shall be submitted in appropriate format based on which performance assessment of GC will be done.

4.3 A Monthly Progress Report constituting all day-to-day tasks/activities performed by Key Personnel's/Other Support Personnel shall be submitted that should indicate the tangible progress made by GC during the month.

4.4 A daily report including significant events from project sites, if any, on the previous day shall be compiled by GC. The details of events, planning shall be collected from office of Authority Engineer/Engineer-in-charge of the projects being executed under [CAO/Construction, CPM/Gati-shakti, CPM/Construction]. The report shall be sent by E-mail and shall be submitted in hard copies to the Authority office and the Authority's representative at site. This report will also include any event/happening which is likely to affect the progress, quality of work and safety.

4.5 A Comprehensive Weekly Report containing Compliance Status of Court Cases, Arbitration Proceeding, Centralized Public Grievance Redress and Monitoring System (CPGRAMS), RTI's, IRPSM, Progress of Works/Services, Status of Updating of Web based portals etc shall be submitted by GC. This report shall also include updated presentations of all projects being executed under Authority and duly verified information as per formats prescribed by Authority for portals where the GC is not authorized to fill the information. The weekly report shall also include other presentation as per formats prescribed by Authority.

4.6 A brief monthly progress report to be submitted within 7 days of the end of each month. This report should include details on progress on checking of drawings/approval of drawings and specifications for construction and project-wise progress with site photographs of construction works being executed under Authority with reference to the targets.

4.7 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 projection. All details shall be compiled in appropriate formats

23.3.23

4.8 The Scope of Services specified above is not exhaustive and the Consultant shall undertake such other tasks as may be necessary for successful completion of services for the Project as per ToR specified in this document.

5. General Consultant's Organization & Staffing

a. Organization

i. The Employer's require the projects to be managed in following tiers as given below:

- Team Leader cum Financial Expert
- Contract Management & Design Review Experts
- Sector Experts (Discipline wise)

b. Estimate of Person-months of Personnel:

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. The number and quantity indicated below are only for the purpose of guidance of the format to be followed.)

Note:

i. Team Leader will be the overall in charge of the work.

ii. 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.

c. GC Key Personnel - Role & Responsibility:

i. While the role and responsibility of the personnel have to cover the provisions of the TOR, details for Team Leader are given below for the guidance of GC;

Team Leader cum Financial Expert: He shall:

a) Be in the overall charge and control of the Consultancy services.

b) Be the nodal person for the Employer.

c) Perform the role and responsibility envisaged for the GC in these TOR and Contract agreement as a whole.

d) Be the leader in accordance with provision of these TOR.

e) Comply with the instructions given by the Employer

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

ii. The qualifications and experience of personnel required are indicated in Clause 6 for respective positions.

d. Setting up of General Consultant Office:

i. The General Consultant will set up an Office at [CAO/Construction, CPM/Gati-shakti, CPM/Construction] led by the Team Leader supported by personnel to perform the Services specified in

23.3.23

ToR.

[Authority will provide office space free of cost at [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 times, and GC shall have no claim over it. The Authority will give its authorized personnel access, facilities, for carrying out their obligations under this Agreement.]

6. Manpower Deployment

6.1 The General Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience. Team Leader shall be the leader of this Consultancy Team. The manpower listed below is indicative required to be deployed by the GC., The Bidder shall propose a team which shall consists of the following Key/Support personnel (the "Key/Support Personnel") who shall discharge their respective responsibilities as specified below:

Team Composition and Qualification Requirement Team Composition

Key Personnel	Number of Key Personnel	Minimum required educational qualifications and Minimum Length of Professional Experience
Team Leader Cum Financial Expert (On Roll)	1	Graduate Degree in Engineering & MBA with minimum of 10 years' Experience in Construction Industry
Contract Management Expert (On Roll/Hire)	[*****]	Graduate Degree in Civil Engineering with minimum of 10 years' Experience in Handling Contracts pertaining to Construction industry
Senior Design & Review Expert (On Roll/Hire)	[*****]	Graduate Degree in Civil Engineering and Masters' Degree in Structural Engineering with minimum Experience of 10 years in field of Design pertaining to Construction Industry
Sector Expert /Civil-I (On Roll/Hire)	[*****]	(i) Graduate Degree in Civil Engineering with minimum experience of 7 years or Diploma in Civil Engineering with minimum experience of 10 years in Execution of Infrastructure projects. OR (ii) At least 10 years' experience in SE/SSE or equivalent Grade and above of Civil Engineering department or of Railways and/or as Assistant Manager and above in Civil 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.*

23.3.23

Sector Expert /Civil-II (On Roll/Hire)	[*****]	(i) Graduate Degree in Civil Engineering with minimum experience of 7 years or Diploma in Civil Engineering with minimum experience 10 years in field of Design pertaining to Construction Industry. OR (ii) At least 10 years' experience in SE/SSE or equivalent Grade and above of Civil Engineering department or of Railways and/or as Assistant Manager and above in Civil 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.*
Sector Expert /Electrical (On Roll/Hire)	[*****]	(i) Graduate Degree in Electrical Engineering with minimum experience of 7 years or Diploma in Electrical Engineering with minimum experience 10 years in Execution of Infrastructure projects. OR (ii) At least 10 years' experience in SE/SSE or equivalent Grade and above of Electrical Engineering department or of Railways and/or as Assistant Manager and above in Electrical 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.*
Sector Expert(S&T)	[*****]	(i) Graduate Degree in Electronics Engineering/Instrumentation Engineering with minimum experience of 7 years or Diploma in Electronics Engineering/Instrumentation Engineering with minimum experience 10 years in Execution of Infrastructure projects. OR (ii) At least 10 years' experience in SE/SSE or equivalent Grade and above of Electronics Engineering/Instrumentation Engineering department or of Railways and/or as Assistant Manager and above in Electrical 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.*
[*********]	[*********]	[********]
Other Support Personnel	**No of Other Personnel**	**Minimum required educational qualifications and Professional Experience**

23.3.23

Data Entry Operator Cum Office Attendant	[*****]	Graduate in any discipline well versed with working on Text Editors, Presentation Softwares, Spreadsheets, Data Entry Operation etc. having valid certification course. The person should also have experience in areas such as File Movement & other office jobs, like handling Photocopier/Fax machine etc.
[********]	[*********]	[*******]

Note: The deployment of personnel shall be done only after the prior approval of Authority. However, authority at its discretion may change the team composition

6.2 The Deployment schedule for each Key/Support Personnel should be formulated and incorporated in the Technical Bid. The actual deployment of GC personnel shall be as per the LoA issued in terms of Clause 3.8.1 and which 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 requirements (the, "Deployment Schedule") of Authority.

6.3 The GC may be required to deploy other personnel who are experts in their field for specific needs. Their deployment shall be arranged by the GC 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 GC'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 GC shall be based on the remuneration of such personnel in the Agreement.

7. Terms & Conditions of Payment and Deployment:

7.1 Payments to the Consultants shall be made as per Clause 4.7 of agreement;

a) Remuneration for the Key/Support Personnel shall be determined on the basis of the Deployment Schedule and days actually spent as deployed by such Key/Support 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/Support 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 at least 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/Support Personnel. The Key Personnel shall be considered to be inadequately deployed if he/she is not present for at least 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 General Consultant 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

23.3.23

such Key Personnel shall be considered as the payment due to the GC as per the Deployment Schedule for the concerned month.

7.2 **Deployment Schedule**

The deployment of manpower shall be as per terms and conditions given as under:
An attendance system for GC's personnel shall be developed by the GC and approved by the Authority. All GC'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/Support Personnel which do not have prior approval from the Authority.

(i) Man-months input for Key/Support Personnel of the General Consultant:

The proposed manpower deployment for this period shall be matching the activities to be performed during the said period of engagement of GC for Services. The proposed time frame for Services during the deployment of Key/Support Personnel during this period is shown in Appendix-II, Financial Bid Form-1.

It is understood that the remuneration rates shall cover such salaries and allowances as the GC shall have agreed to pay to the Key/Support 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/Support Personnel as envisaged above, shall remain deployed and available for the Project till the issuance of Completion Certificate and Defect Liability Period respectively, for the Project. For any substitution, provisions as per Clause 3.11 of this Agreement shall be applicable.

23.3.23

Annexure-2: Financial Bid (Cost of Services)

(Refer Clause 2.7 of RFP)

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

23.3.23

Annexure-3: Payment Schedule

(Refer Clause 7 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 GC shall submit to the Authority, induplicate, itemized statements, and other appropriate supporting materials, of theamounts payable for such month.

b) The Authority shall cause the payment of the GC periodically as given in schedule of payment above as per the actual deployment and along with any deduction/reduction in terms of Clause 7.1 (c) within thirty (30) days after the receipt by the Authority of bills withsupporting documents. Only such portion of a monthly statement that is not satisfactorilysupported may be withheld from payment. Should any discrepancy be found to exist between actual payment and payment payable to the GC, 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 GC 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 GC for such month.[9]

d) The final payment under the Project shall be made only after the final report and a final statement, identified as such, shall have been submitted by the GC and approved as satisfactory by the Authority. The GC shall be deemed completed and finally acceptedby the Authority and the final report and final statement shall be deemed approved by theAuthority 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 GC specifying in detail deficiencies in the GC, the final report or final statement. The GC 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 GC to the Authoritywithin30 (thirty) days after receipt by the GC of notice thereof. Any such claim by the Authorityfor reimbursement must be made within 12 (twelve) calendar months after receipt by theAuthority of a final report and a final statement approved by the Authority in accordancewith the above.

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

23.3.23

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 GC 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 GC, resulting in a contract valued at Rs. _____ (Rupees _____) excluding GST for providing SERVICES for [********](hereinafter called the contract), and the GC having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the Client inthe 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, executorsand 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 up to without any demur, reservation, contest, recourse or protest and / or without any reference to or enquiry from the GC. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the GC 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 up to, 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 GC. 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 GC 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 GC 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

23.3.23

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 GC and notwithstanding any security of other guarantee that the client may have in relation to the GC'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 GC, and such a demand shall be 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.

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 up to _____

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

23.3.23

Annexure-5: Bank Guarantee for Bid Security

(Refer Clause 2.3 of RFP)

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 havebeen 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 authorized persons of the Bank]***, have, at the request ofthe Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor 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.

23.3.23

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 anyway 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]

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 final document

23.3.23

APPENDICES

23.3.23

Appendix-I

Technical Bid Form – 1: Letter Comprising the Bid

(On Bidder's Letter Head)

(To be submitted in as per Clause 2.6.1 (b) & 2.7 and as well as uploading as part of Technical Bid)
(Date and Reference)

To,

_____,
[name and address of Authority]

Sub: RFP for appointment of GC for providing Consultancy Services

Ref.: RFP No. _____

Dear Sir,

1. With reference to your RFP Document datedI/We, having examined all relevant documents and understood their contents, hereby submit our Bid for selection of GC for providing General Consultancy 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 GC 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 neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
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

23.3.23

d. 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 an GC.

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 GC 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/Managers/employees.

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 GC 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 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 GC.

23.3.23

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 fulfils 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.[10]

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)

Enclosed: 1. Bid Security
2. Other Bid Forms

[10] Please retain as applicable

23.3.23

Appendix-I

Technical Bid Form – 2: Particulars of the Bidder

(Refer Clause 2.1.2 of RFP)

1.1.	**Title of GC** Providing General Consultancy Services to [**********]
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 foreach 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 by any organization for the poor quality of work or breach of contract in the last five years?

23-3-23

	Yes/No iii Has the Bidder/Member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years? Yes/No iv 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 v 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 v) is yes, the Bidder is not eligible for this GC***
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 GC, 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 GC? 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 .....

23.3.23

Appendix-I

Technical Bid Form – 3: Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

_____,

Dear Sir,

Sub: RFP for Appointment of GC for providing General Consultancy Services on [Project Unit of Zonal Railway].

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*

23.3.23

Appendix-I

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

(Refer Clause 2.5 and 2.6.1 of RFP)
(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 GC for Providing Consultancy 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 ..... MONTH, 20**

For .....

(Signature, Name, Designation and Address)

Witness:

1.
2.

Notarized

Accepted

.....

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

23.3.23

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.

23.3.23

Appendix-I

Technical Bid From – 5: Power of Attorney

(Refer Clause 2.5 & 2.6.1 of RFP)
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 GC for providing General Consultancy Services for..... (the "**SERVICES**").

Whereas ....., and ..... (collectively the "{Consortium/Joint Venture}") being Members of the { Consortium/Joint Venture} are interested in Bidding for the GC in accordance with the terms and conditions of the Request for Proposal (RFP) and other Bid documents including agreement in respect of the Services, 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 Services 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 GC 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}.

23.3.23

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... Month 20.....

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.

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

23.3.23

Appendix-I

Technical Bid Form – 6: Joint Bidding Agreement

(Applicable in case of JV / Consortium)

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

THIS JOINT BIDDING AGREEMENT is entered into on this ..... day of ..... Month 20....

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)[11]

The above-mentioned parties of the [FIRST AND SECOND] PART is 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 GC for General Consultancy Services for..... (the "SERVICES").

(B) The Parties are interested in jointly bidding for the GC 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 GC, 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**

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

23.3.23

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

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 GC, 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 GC, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the GC for the Project in terms of the Contract for the Services.

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 GC and until the Effective Date under the Contract;

b. Party of the Second Part shall be [•].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the GC 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

c. 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 or 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 Project 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 Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

23.3.23

c. any notice, communication, information, or documents to be provided to the GC shall be delivered to the authorized representative of the GC (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. **Authorized 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

23.3.23

Services 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 Services.

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 Services are awarded to the Consortium. However, in case the Consortium is not selected for award of the Services, 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:

23.3.23

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.

23.3.23

Appendix-I

Technical Bid Form – 7: Financial Capacity of the Bidder

(Refer Clause 3.1.2 of RFP)

S. No.	Financial Year Ending on 31st March	Professional (Consultancy) Fees (INR Crores)
1		
2		
3		
4	**Total**	

Certificate from the Statutory Auditor[12]

This is to certify that ***** (name of the Bidder) had a Revenue from Professional Fees in terms of the Clause 3.1.2 of the RFP is as shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name, and designation of the Authorized signatory)

Notes:

1. Please do not attach any printed Annual Financial Statement.
2. 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 follows:

S. No.	Financial Year (April to March)	Financial Year (Jan to Dec)
1	2020-21	2020
2	2019-20	2019
3	2018-19	2018

[12] 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.

23.3.23

Appendix-I

Technical Bid Form – 8: Particulars of Key Personnel

(Refer Clause 3.2.2 of RFP)

S. No.	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							
2							
3							
4							
5							
6							
7							
8							

Note: 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 the Services, 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 organization of personnel explaining how different areas of expertise needed for the Services 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 Services.

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

Guidelines for Presentation & Skill Test:

i Presentation shall be approximately [15-30 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 colour shall be submitted at the time of presentation.

ii 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, Consultancy Management Plan etc

c. One section of the presentation shall include Key Performance Indicators to monitor the work of the Professionals to be deployed by the GC.

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. [****]

4) **Skill Test for Key Personnel:**

23-3-23

[For the purpose of assigning marks to Key personnel, the Authority shall conduct Skill Tests based on Practical Q&A/Written Test during presentation as per the outline of Scope of Services to be performed by respective key Personnel. The skill tests for various key personnel shall include;]

(A) **Team Leader Cum Financial Expert**: Assessment shall be based on knowledge of Finance Ministry Manuals, Manuals for Procurement of Works/Services/Goods, CVC Guidelines for procurement, Project/Construction Management, Analytical Thinking, Accounting Skills, Business Intelligence., Financial Modelling, Financial Reporting, Risk assessment, Cash Flow Management, Bid Evaluation, adeptness in the use of logic, and above-average communication skills.

(B) **Contract Management Expert**: Assessment shall be based on knowledge of Indian Railway Codes & Manuals like, Engineering Code, General Conditions of Contract (GCC), EPC Contract Documents, Arbitration Acts etc, Estimates, Bid Evaluation, Contractual matters/Legal issues arising in infrastructure projects, framing of Tender & Contract Documents, Land Acquisition/ Resettlement, preparation of Bidding document, contract management /Negotiation/Dispute resolution etc

(C) **Senior Design & Review Expert**: Assessment shall be based on knowledge of IS 456, IS 800, National Building Code, Local Bye-Laws etc & Indian Railway Codes & Manuals like Concrete Bridge Code, Substructure Code Steel Bridge Code, Bridge Manual (IRBM), Works Manual (IRWM), National Building Code, Schedule of Dimensions, Bridge Rules etc and shall have knowledge of Design Software's like ETAB, STAAD-PRO etc. The person should be well-versed with Auto-CAD.

(D) **Sector Expert /Civil-I**: Assessment shall be based on knowledge of Pway Manual (IRPWM), Bridge Manual (IRBM), Works Manual (IRWM), Surveying which shall include Total Station Working Operation, other Modern Surveying Techniques etc, Estimation Preparation, Material Testing. The person should be well-versed with Auto-CAD.

(E) **Sector Expert /Civil-II**: Assessment shall be based on knowledge of Indian Railway Concrete Bridge Code, Substructure Code, Steel Bridge Code, Bridge Manual (IRBM), Works Manual (IRWM), National Building Code, Pway Manual (IRPWM), Bridge Rules, Design, Preparation & Review of ESP's, L-section, GAD's etc. The person should be well-versed with Auto-CAD.

(F) **Sector Expert /Electrical**: Assessment shall be based on knowledge of National Building Code, A. C. Traction Manual (ACTM), Rules & Regulations pertaining to General Electrical Works, Sub-station Layouts including VCB& ACB, Transformers, Mechanical Electrical Plumbing, HVAC, OHE Modification Works, LoP's The person should be well-versed with Auto-CAD.

(G) **Sector Expert (S&T)**: Assessment shall be based on knowledge of Indian Railways Signal Engineering Manual (IRSEM), Indian Railways Telecom Manual (IRTM), SCADA Systems, Rules & Regulations pertaining to Signal Interlocking (EI, RRI etc), Preparation & Review of SIP's, Cable Route Plans. The person should be well-versed with Auto-CAD.]

(H) [******]

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

23.3.23

Appendix-I

Technical Bid Form – 10: Abstract of Eligible Assignments of the Bidder

(Refer Clause3.1.3 of RFP)

S.No. (1)	Name of Project# (2)	Name of Client (3)	Estimated Capital Cost of the Project (INR) (4)	Payment## received by the Bidder for the Project (INR) (5)	Month and Year of Completion / Ongoing (% Completion)[13] (6)	Type of Project (Refer Clause 3.1.3) (7)
1						
2						
3						
4						
5						
6						
7						

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

Note: The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor$

This is to certify that the information contained in Column 6 above 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.

[13] Please refer to the provision related to substantially completed. Bidders are requested to submit documentary proof of substantially completed through Client Certificate/Statutory Auditor Certificate

23-3-23

Appendix-I

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

(Refer Clause 3.2.2 & 3.1.3 of RFP)

Name of Key Personnel: Designation:

S. No.	Name of Project	Name of Client	Payment for the Project (INR)	Name of the Firm for which the Key Personnel worked	Designation of the Key Personnel on the Project	Man-days Spent	Estimated Capital Cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
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]

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:

23-3-23

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 wilful 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 [1095] days on the Eligible Assignments claimed by me for the purposes of the evaluation under this RFP.

Date:

Place:

[Signature of Key Personnel]

[Full name]

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

23.3.23

Appendix-I

Technical Bid Form – 13: Eligible Assignments of Bidder

(Refer Clause 3.1.3 of RFP)

Name of Bidder	
Name of the Project	
Type of Project (Refer Clause 3.1.3 of RFP)	
Description of Services performed by the Bidder Firm	
Name of Client and Address (Indicate whether Public or Private Entity)	
Estimated Capital Cost (INR Crores)	
Payment received by the Bidder (INR Crores)	
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

23.3.23

Appendix-I

Technical Bid Form – 14: Eligible Assignments of Key Personnel

(Refer Clause 3.1.3 of RFP)

Name of Key Personnel	
Designation of Key Personnel	
Name of Firm where Employed	
Description of Services performed by the Key Personnel (including designation)	
Type of Project (As per Clause 3.1.3 of RFP)	
Name of Client and Address (Indicate whether Public or Private Entity)	
Professional Fees received (INR Crores)	
Start Date and Finish Date of the Services (Month / Year)	
Number 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.

23.3.23

Appendix-I

Technical Bid Form – 15: Deployment of Key Personnel

(As per Appendix-II, Financial Bid Form-1)

23.3.23

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 up to 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 up to 5 (five) years on entire Indian Railways.

23-3-23

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.

23.3.23

Appendix-II: Technical Bid Form – 1: Financial Bid

S.No.	Designation of Key Personnel	Number (A)	Consultancy Period [36 Months]		
			Number of Man-months (B)	Rates (Rs/Man-month) (C)	Amount (Rs) P=AXBXC
1.	Team Leader cum Financial Expert	1	**	****	****
2.	Contract Management Expert	[***]	**	****	****
3.	Senior Design and Review Expert	[***]	**	****	****
4.	Sector Expert (Civil -I)	[***]	**	****	****
5.	Sector Expert (Civil-II)	[***]	**	****	****
6.	Sector Expert (Electrical)	[***]	**	****	****
7	Sector Expert (S&T)	[***]	**	****	****
	Designation of Support Personnel	[***]			
8	Data Entry Operator cum Office Attendant	[***]	**	****	****
9	*********	[***]	**	****	****
Reimbursable costs[14]:Amount (Rs)					
5.	Office Rent				****
6.	Office Consumables like stationery, communication etc.				****
7.	Office Furniture and Equipment (Rental)				****
8.	Reports and Document Printing				****
9.	Local travel				****
10.	{Out station travels for meetings etc.}[15]				****
11.	**********				****
Total Estimated Cost of General Consultancy Services including Manpower costs and Reimbursable costs					****
Financial Bid: At Par/Below Par/Above Par on Total Estimated Cost of GC SERVICES (%)					

NOTE:

[14] 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.

[15] The items and conditions for reimbursements for travel etc. 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.

23-3-23

1. The rates quoted by the firm shall be excluding of the GST.
2. Bidder to quote one single unique % (percentage) at par, below par or above par against the given value.
3. The financial evaluation shall be based on the above Financial Bid.
4. The above quote includes all costs incurred by GC to provide Services to Authority.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
6. 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.

23.3.23

Appendix-III: List of Project Specific Clauses[16]

A. Clauses and appendices with serially numbered footnotes:

S. No.	Clause No.	Clause	Footnote
1	2.13.3	Amendment of RFP	1
2	2.19	Foreign Companies	2
3	3.1.3	Eligible Assignments	3
4	3.1.5	Conditions of Eligibility of Bidders	4
5	3.2.2	Scoring Criteria	5
6	4.1	Delays in providing the Services by the GC and Extension of Time	6
7	4.5.1	Agreement Value	7
8	10.5	Arbitration	8
9	Annexure 3, Clause 1(c)	Mode of Billing and Payment	9
10	Appendix – 1: Technical Bid Form 1, Clause 21	Letter Comprising the Bid	10
11	Appendix – I: Technical Bid Form 6	Joint Bidding Agreement	11
12	Appendix – I: Technical Bid Form 6	Financial Capacity of the Bidder	12
13	Appendix – I: Technical Bid Form 10	Abstract of Eligible Assignments of the Bidder	13
14	Appendix – II: Technical Bid Form 1	Financial Bid	14 & 15
15	Appendix - III	List of Project Specific Clauses	16

B. Clauses and Appendices with square parenthesis

S. No.	Clause No.	Clause
1	1.1.1	Introduction
2	1.2.4	Introduction
3	1.2.6	Introduction
4	2.1.1	Instructions to the Bidder(s) (ITB)
5	2.1.2 (i)	Instructions to the Bidder(s) (ITB)
6	2.17.1	Instructions to the Bidder(s) (ITB)
7	3.1.2 (A)	Criteria for Eligibility and Evaluation
8	3.1.2 (C)	Criteria for Eligibility and Evaluation
9	3.1.3	Criteria for Eligibility and Evaluation
10	3.2.2 (7)	Criteria for Eligibility and Evaluation
11	3.8.1	Criteria for Eligibility and Evaluation
12	4.1	Miscellaneous
13	General Consultancy Service Agreement Clause (1, 2, 5, 1.1, 2.1, 3.12, 4.1, 4.7.1 (i), 10.3, 10.5, 13.1.1)	Schedule 1: Form of Agreement
14	1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 3(i)(A), 3(iii)a, 4.1(c), 4.2, 4.4, 5(d)(i), 6.1	Annexure-1: Terms of Reference
15	Annexure-4	Bank Guarantee for Performance Security
16	Annexure-5	Bank Guarantee for Bid Security
17	1, 16	Appendix I, Technical Bid Form – 1: Letter Comprising the Bid
18	1.1, 1.2	Appendix I, Technical Bid Form – 2: Particulars of the Bidder

[16] Appendix-III 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-III should be omitted before issuing the RFP document to prospective Bidders.

23.3.23

S. No.	Clause No.	Clause
19		Appendix I, Technical Bid Form – 3: Statement of Legal Capacity
20		Appendix I, Technical Bid Form – 4: Power of Attorney for Signing of the Bid
21		Appendix I, Technical Bid Form – 5: Power of Attorney
22	1, 2, 4(b)	Appendix I, Technical Bid Form – 6: Joint Bidding Agreement
23	1, 2, 3(i), 3(ii)(f), 4, 4(H)	Appendix I, Technical Bid Form – 9: Proposed Methodology and Work Plan
24	1, 2, 3, 6, 9, 10, 11, 12, 13, 14(vii)	Appendix I, Technical Bid Form – 12: Curriculum Vitae (CV) for Proposed Key Personnel
25	3	Appendix I, Technical Bid Form – 16: Affidavit
26		Appendix II, Technical Bid Form – 1: Financial Bid

23.3.23