

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

No.2021/SD-II/22/07/11

New Delhi, dt. 11.03.2022

The General Managers,
All Zonal Railways.

**Sub: Model document of Request for Proposal for appointment of
Technical Consultant.**

A model document of Request for Proposal (RFP) for appointment of Technical Consultant for providing Architectural and Technical Consultancy for Feasibility Study, Master Planning, Urban Designing, Engineering & preparation of Detailed Project Report (DPR) for integrated re-development of Railway Station has been approved by Board (M/Infra). The document has been uploaded on Indian Railway's website on Station Development page.

This document is a limited tender document. Any changes in the Model Document may be approved by PHOD of concerned in consultation with Associate Finance.

Zonal Railways shall adopt the panel of consultants available at RLDA's website <https://rlda.indianrailways.gov.in>.

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


(Rakesh Choudhary)

Executive Director (Station Dev & Transf.)

Railway Board

Mob. 9717643650

Email: edsdtfsf@rb.railnet.gov.in

Copy to:

The Vice Chairman, Rail Land Development Authority (RLDA), New Delhi -
may kindly keep website updated with regard to panel of consultants.

REQUEST FOR PROPOSAL (RFP)

FOR

APPOINTMENT OF

TECHNICAL CONSULTANT

For

**Providing architectural and technical consultancy for feasibility study,
master planning, urban designing, engineering & Preparation of Detailed
Project Report (DPR) for integrated re-development of
*****Railway Station**

MINISTRY OF RAILWAYS

GOVERNMENT OF INDIA

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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 Consultancy. 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 Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

GLOSSARY

Authority As defined in Clause 1.1.1

Bid As defined in Clause 1.2.1

Bidder As defined in Clause 1.2.1

Bid Due Date As defined in Clause 1.1.2

Bidding Process As defined in Clause 1.2.1

Bid Security As defined in Clause 1.2.4

CV means Curriculum Vitae

Eligible Assignment As defined in Clause 3.1.5

Financial Bid As defined in Clause 1.2.1

IST means Indian Standard Time

KIT means Key Information Table as provided in Clause 1.1.2

LOA means Letter of Award

On Roll As defined in Clause 3.1.1

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 define in Clause 3.3.1 or 3.3.2, as the case may be.

Technical Bid As defined in Clause 1.2.1

TOR means Terms of Reference

US\$ means United States Dollar

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

1. INTRODUCTION

1.1 BACKGROUND

- 1.1.1 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, the Authority has decided to undertake the development/redevelopment of _____ railway station (the “**Project**”). With a view to inviting bids for the Project, the Authority has decided to conduct an architectural and technical study for determining the technical feasibility of the Project.

In pursuance of the above, the Authority has decided to carry out a single stage bidding process for selection of a Technical Consultant to undertake the architectural and technical consultancy for feasibility study, master planning, urban designing, engineering & Preparation of Detailed Project Report (DPR) for integrated development/redevelopment of Railway Station (the “**Project**”), and has decided to carry out a single stage bidding process for selection of a Bidder to whom the Project may be awarded.

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

S No.	Particular	Details
1.	Name of the Work	Request for Proposal (RFP) for Selection of Technical Consultant for providing architectural and technical consultancy for feasibility study, master planning, urban designing, engineering & Preparation of Detailed Project Report (DPR) for integrated re-development of ***** Railway Station.
2.	Total Estimated Cost of the consultancy work (“Cost of Consultancy”)	[Rs ***** (*****)]
3.	Estimated period for completion of services	[240 days] from Effective Date
4.	Bid Due Date and time	By [1100 hrs] (IST) on [<Insert date>]
5.	Physical submission of all documents as per Clause 3.4 (d)	By Bid Due Date + [3] working days
6.	Date and Time of Opening of Bid	At [*** hrs] (IST) on the (Bid Due Date + 3 working days)
7.	Mode of tendering	Single stage two packet
8.	Mode of submission of Bids	Online submission on e-Procurement Portal
9.	E-Procurement Portal	www.ireps.gov.in
10.	RFP document Fee	[NIL]
11.	Bid Security	[Rs ***** (*****)]
12.	Bank Account Details of the Authority	Name of Beneficiary:***** Name of the Bank:***** Account No.: Address of the Branch: IFSC code:
13.	Officer and Address to Submit the physical documents listed in Clause 3.4 (d)	Name of Officer: ***** Address: ***** Phone : ***** E mail : *****

14.	Validity of the Bid	[120] days from the Bid Due Date
15.	Pre-bid Conference Details	Date: Time: Venue:
16.	Last date of receiving Queries
17.	Performance Security	[3% (three percent) or 5% (five percent)] of the Cost of Consultancy in terms of Clause 2.15 In favour of: ***** Payable at: ***** Valid up to 60 days plus the period for completion of the consultancy contract
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 for award of the Project. The 1st(first) part (the "**Technical Bid**") of the process involves evaluation of the requirements of the technical bid by the interested parties/Consortium/Joint Venture from the empaneled firms listed in Annexure A and who submits a Bid in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium/Joint Venture). The 2nd(second) part of the process involves opening of Financial proposals (the "**Financial Bid**") of the bidders qualified in Technical Bid. The Technical and Financial Bid shall collectively be referred as Bid (the "**Bid**"). The Bidder would be required to furnish all information specified in this RFP. 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.
- 1.2.2 The Bid shall be valid for the period as per the Key Information Table.
- 1.2.3 The tentative layout of the railway station is enclosed at Annexure B of the RFP. This is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the layout plan shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the layout plan
- 1.2.4 A Bidder is required to submit, along with its Bid, a Bid Security of the amount as mentioned in the KIT (the "**Bid Security**"), refundable after issuance and acceptance of LOA to the Selected Bidder. The Selected Bidder's Bid Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. 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. The Bid document shall be available free of cost through the e-Procurement Portal as mentioned in the KIT.

- 1.2.5 Bidders are advised to examine the Project 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 consultancy services for the Project.
- 1.2.6 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.7 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 officer designated in item no. 13 of KIT by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

*"Queries / Request for Additional Information: RFP for Appointment of Technical Consultant for integrated re-development of *****Railway Station"*

1.3 SCHEDULE OF BIDDING PROCESS

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

2. INSTRUCTIONS TO BIDDER(S) (ITB)

2.1 GENERAL

- 2.1.1 The project brief and background is provided in the Introduction. Bidder(s) are advised to inform themselves fully about the site, assignments and the conditions before submitting the Proposal by visiting Railway Station area and Authority office. Please note that no cost of any such visit is reimbursable by Authority.
- 2.1.2 The Limited tender is called from the Empaneled Technical Consultant as mentioned in Annexure A for providing architectural & engineering consultancy for Re-development of Railway Station.
- 2.1.3 For avoidance of doubt, a Technical Consultant can undertake maximum of [4 (four)] railway stations per Railway Zone at a time. The execution of the work will be treated as complete once the DPR is approved for the purposes of calculation of number of railway stations.

2.2 SUBMISSION OF BIDS

- 2.2.1 Bids are to be submitted online only as per the instructions for online bid submission and as per schedule mentioned in the KIT along with physical submission of documents as per Clause 3.4 (d).

2.3 BID SECURITY for RFP

- 2.3.1 The Bidder is required to submit an interest free Bid Security as per Clause 1.2.4. Please refer to instructions for online bid submission at the E-Procurement Portal.
- 2.3.2 Bid security of unsuccessful Bidder(s), if any, shall be returned within 15(Fifteen) days of issue of LOA. Bid Security of Selected Bidder, if any, shall be returned after signing of the agreement in accordance with provisions specified in this document and submission of Performance Security as provided within the stipulated time.
- 2.3.3 Bidder(s) registered with MSME, Govt. of India for this category of work will be exempted from payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder(s) during bid submission. The onus of proving that the Bidder is exempted from payment of the Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.
- 2.3.4 The Bidder is liable for damages in following cases:-
- a) If the Bidder 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 thereof 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/Service Tender issued by Ministry of Railways for a period upto 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 procurement whether of goods, services (including PMS and non-PMS) 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 Form 9.

2.4 VALIDITY OF THE BID

The Bid (offer) 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.
- iii. An authorized representative of the Bidder(s) shall digitally sign Technical and Financial Bid. The authorization shall be in the form of a written Power of Attorney accompanying the Bid.

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 Assignment/job is shown in the RFP. While making the bid, the Bidder must ensure that he proposes the minimum number and type of expert as sought by the Authority, failing which the bid shall be considered as non-responsive.
- (b) Only one Curriculum Vitae (CV) may be submitted for each position mentioned and Alternative professional staff shall not be proposed.
- (c) Bidder(s) are required to submit a Technical Bid in forms provided in this RFP. The Technical Bid shall provide the information indicated in the following Para from (i) to (v) using the attached Standard Forms in this RFP. Technical Bid Forms under the RFP/ Appendices is a sample letter of bid which is to be submitted along with the Technical Bid.
 - (i) A brief description of the Bidder's organization will be provided in Technical Bid Form-2. In the same Form, the Bidder(s) will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/jobs for which the Technical Consultant was legally contracted by the Employer as a corporation/firm/entity or as one of the major firms within a joint venture. Assignment/jobs completed by individual Key Personnel/Professional staff working privately or through other consulting firms

cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidder(s) should be prepared to substantiate the claimed experience along with the bid and must submit letter of award / copy of contract for all the assignments mentioned in the bid.

- (ii) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Bid is provided under Technical Bid Form-8. The work plan should be consistent with the Work Schedule indicated by the Bidder which will show in the form of a bar chart the timing proposed for each activity.
- (iii) The list of the proposed Key Personnel/Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Technical Bid Form-6 under RFP/ Bid Submission Forms.
- (iv) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Technical Bid Form-8 under RFP/ Bid Submission Forms. The staff-months input should be indicated separately for each location where the Technical Consultants have to work and / or provide their key staff.
- (v) CVs of the Key Personnel/Professional staff shall be signed by the Professional staff themselves (Technical Bid Form-7 under RFP/Appendices).
- (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 not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Authority without Authority being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. The Empanelment and award of this Consultancy 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/ Service Tender issued by Ministry of Railways for a period of upto 5 years from the date of such banning done.
- (f) If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred from any works/ service tender issued by Ministry of Railways for a period of upto 5 years from the

date of such banning done. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event

- (g) 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.
- (h) 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.
- (i) 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.

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

2.7 FINANCIAL BID

- 2.7.1 Total Estimated Cost of the consultancy work is as mentioned in the KIT at Clause 1.1.2 of the RFP.
- 2.7.2 Financial Bid has to be submitted online only in the format specified in Financial Bid Form-1.
- 2.7.3 The Bidder shall quote consultancy fee in form of percentage At Par/ Above/ Below with respect to Total Estimated Cost ONLY. The consultancy fee quoted in any other form will not be considered. The Bidder shall quote the amount as fee including all expenditure like conveyance, incidentals, out of pocket expenses etc. to be incurred on the Consultancy. The cost should be inclusive of all taxes and duties and nothing extra shall be payable, except GST as applicable. The fee of the Bidder shall be inclusive of all costs related to visits, attending meetings, conferences and making suitable presentations, any statutory fees related to approvals/clearances/permits etc.
- 2.7.4 Financial bid as submitted by the Bidder shall be considered in evaluation and selection of the Bidder. However, each element of financial bid of the selected Bidder may be reviewed during contract negotiations, if any, to determine the final contract price before issue of Letter of Award (LOA) or during the currency of contract for any variation due to change in scope of the work.
- 2.7.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Technical Consultant under the Agreement.
- 2.7.6 The total amount indicated in 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.

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 Technical Consultant provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Technical Consultant 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 the Authority.
- 2.8.3 Without limitation on the generality of the foregoing, the Technical Consultant 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:
- (a) If there is a conflict among this and other consulting assignments of the Technical Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Technical Consultant. The duties of the Technical Consultant depend on the circumstances of each case. While providing Consultancy services to the Authority for this particular assignment, the Technical Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
 - (b) A firm which has been engaged by Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting 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.
 - (c) A Bidder eventually appointed to provide Consultancy 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 consulting services) till one year from the date of completion of services under this Consultancy.

2.9 NUMBER OF BIDS

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.

2.10 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, real estate potential, local bye laws, FSI etc., Applicable Laws and regulations or any other matter considered relevant by them.

2.11 ACKNOWLEDGEMENT BY BIDDER

- 2.11.1 It shall be deemed that by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority or relating to any of the matters referred to in Clause 2.10 above;
 - d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.10 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in terms hereof.
 - g) 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 be 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 mentioned in KIT.
- 2.12.2 Authority shall endeavor 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.
- 2.13.2 Any Addendum issued hereunder will only be uploaded on the e-Procurement Portal.
- 2.13.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.¹
- 2.13.4 If any Bidder has already submitted his Bid and a corrigendum is issued subsequently, corrigendum may be signed by Authorized Signatory, Bidder /Consultant and a scanned copy sent to email id mentioned in KIT as acknowledgement before the due timeline of physical submission of documents as per S.No 5 of the KIT.
- 2.13.5 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 consultancy within 10(ten) days from Effective Date and send its acceptance of LOA within 07(seven) days of issue of LOA.
- 2.14.2 The selected Bidder shall be required to sign a Contract Agreement within days as mentioned in the KIT 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.

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. In the case of significant amendments, at least 15(Fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in case of minor amendment, at least 7(seven) days shall be provided.

- 2.14.3 If the Bidder fails to comply with any of the conditions indicated in RFP (unless any period is relaxed by Authority for compelling and genuine reasons and the decision of Authority in such case would be absolute and final), the LOA can be withdrawn duly forfeiting the Bid Security of the Bidder.
- 2.14.4 In case of any re-tendering, extension of bid submission dates, delay in inviting tenders etc., for the selection of Bidder(s) for the site, due to administrative/legal reasons, Authority reserves the right to either discontinue the services of the Bidder without any claims whatsoever or to direct the existing Bidder to continue their consultancy services till successful completion of the activities specified in TOR or to such extended/re-tendered process. Authority's decision in this regard shall be final and binding on the Bidder.

2.15 PERFORMANCE SECURITY

- 2.15.1 In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to Authority for a sum equivalent to amount as mentioned in the KIT. The Selected Bidder shall have to submit Performance Security within the days mentioned in the KIT. Extension of time for submission of Performance Security beyond such days and up to 60 (Sixty) days from the date of issue of LOA may be given by Authority on written request of the Selected Bidder. However, a penal interest @15% per annum, on the amount of Performance Security, shall be payable by the Selected Bidder for the period of extension beyond the days mentioned in the KIT. In case Selected Bidder fails to submit the Performance Security even up to 60 (Sixty) days from the date of issue of LOA, the contract shall be terminated by cancellation of LOA and amount of Bid Security shall be forfeited.
- 2.15.2 The Performance Security shall be payable through RTGS/NEFT in the bank account as mentioned in the KIT, or in the form of Bank Guarantee as per the format approved by the Authority/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 initially kept valid for 12(twelve) months from the date of issue of LOA. Thereafter as required by the Authority, the same shall be extended further for the required period as may be decided by the Authority. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.
- 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 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:
- a) If a Bidder engages in any of the Prohibited Practices specified in Clause 2.16 of this RFP;
 - b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.8; and
 - c) 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:

- (a) Defines, for the purpose of this paragraph, the terms set forth below:
 - (i) “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.
 - (ii) “Fraudulent practice” means a willful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract.
 - (iii) “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.
 - (iv) “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.
- (b) 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
- (c) 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 Technical Consultant relies on or make use of any intellectual property right belonging to a third party, the Technical Consultant 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 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 Technical Consultant.

2.18 CONFIDENTIALITY

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.

2.19 Restrictions on participation

2.19.1 FOREIGN COMPANIES are not eligible to bid for Tenders for value upto Rs 200 Crore as per Letter No. F.12/17/2019-PPD dated 28.05.2020 issued by Ministry of Finance, Govt of India.

2.19.2 Further, any bidder from the countries sharing a land border with India will be eligible to bid in any procurement whether of goods, 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 9.

2.20 Evaluation of Bids

2.20.1 Authority shall open the Bids at date and time as provided in KIT.

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:

- (a) the Technical Bid is received in the form specified at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13;
- (c) it is accompanied by the Bid Security as specified in Clause 1.2.4.
- (d) it is digitally signed and marked as stipulated in this RFP;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.5;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

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.

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

3. EVALUATION CRITERIA

3.1 EVALUATION OF TECHNICAL BID

3.1.1 TECHNICAL BID EVALUATION STAGES

Technical Bid shall be evaluated in three stages as under:

Stage-I: Fulfillment of basic evaluation requirements

- a) Evaluation of the Technical Bid submitted initially shall be done to check whether the Bidder submitted all the requisite documents as per evaluation requirements. For non-compliant bids, the bid shall be rejected at this stage itself.
- b) The Team Leader and Architect shall be on roll of the Bidder atleast from one year prior to the Bid Due Date (“**On Roll**”). The bids of the Bidder(s) not fulfilling the Key Personnel requirement as per Evaluation criteria shall be summarily rejected at this stage itself.
- c) Responsiveness to the criteria regarding Eligible Assignment shall be checked. For non-compliant bids, the bid shall be rejected at this stage itself.

Stage- II: Design Concept Presentation, Interaction

- a) Under this stage, the Bidder(s) shortlisted after Stage-I, shall be invited for participating in the design concept presentation and interaction with the Committee (Jury) constituted for the purpose by Authority. The Bidder(s) shortlisted after Stage-I will be given approx. 10 (Ten) days’ time for preparation of design concept presentation. The Bidder(s) shall bring hard & soft copy of their Design concept and related details at the time of presentation. The time and venue for presentation and interaction will be intimated separately to the Bidder(s) qualifying Stage –I.
- b) The members of the Committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out (**item code ii. of Technical Scoring Criteria**).
- c) The Bidder shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to Bidder in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member and the average marks of the committee.

Stage- III: Technical Evaluation

- a) The Technical Evaluation shall be carried out on the basis of marks obtained for Bidder’s experience, its understanding of TOR (**item code i. of Technical Scoring Criteria**), marks obtained in Design concept presentation and Interaction (**item code ii. of Technical Scoring Criteria**) and marks obtained for key professional staff (**item code iii. of Technical Scoring Criteria**). Sum of scores in item code i, item code ii and item code iii will be termed as **Technical score (S_T)**.
- b) Only those Bidder(s) whose Technical Bid score meets the threshold score as mentioned under Clause 3.3.1 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- c) A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. Authority will notify Bidder(s) who fail to score the minimum technical score about the same and such failed bids will not be considered any further.

3.1.2 TECHNICAL SCORING CRITERIA (S_T)

i)	Specific experience of the Bidder relevant to the Assignment /job	20 marks
	Sub criteria	
	a. Experience in Eligible Assignment (2.5 marks for each Eligible Assignment subject to maximum 15 marks)	15 marks
	b. No. of Eligible Assignment(s) taken in State in which the project site is falling. (1.25 marks for each Eligible Assignment subject to maximum 5 marks)	05 marks
ii)	Proposed methodology and work plan in response to the Terms of Reference	22 marks
	a. Tentative Design/Concept Plan	05 marks
	b. Technical Approach &Methodology	05 marks
	i. Latest and Innovative Technology with specific reference to eco-sensitive area	02 marks
	ii. Approach & Methods of calculation of Estimated Project Cost/Cost estimates for the component of railway station redevelopment	02 marks
	iii. Consideration of Sustainable/Green Building construction technique with Innovation	01 marks
	c. Work Plan	02 marks
	d. Presentation, Response to Queries and Additional Qualification	10 marks
	i. Overall Presentation and Response to Queries	08 marks
	ii. Interaction with the proposed Team of Key Personnel	01 mark
	iii. Additional qualifications and/or certifications of Team Leader and Architect	01 mark
iii)	Key Personnel: Competency for the assignment/ job	28 marks
	The marks for Key Personnel will be further divided as under:	
	Team Leader <i>1 (one) mark for each Eligible Assignment undertaken, subject to maximum of 9 (nine) marks</i>	09
	Architect <i>1.5 (one point five) marks for each Eligible Assignment undertaken, subject to maximum of 8 (eight) marks</i>	08
	Transportation Expert <i>0.5 (zero point five) mark for each Eligible Assignment undertaken, subject to maximum of 3 (three) marks</i>	03
	Urban Planner <i>0.75 (zero point seven five) mark for each Eligible Assignment undertaken, subject to maximum of 4 (four) marks</i>	04
	Structure Engineer <i>1 (one) mark for each Eligible Assignment undertaken, subject to maximum of 4 (four) marks</i>	04

3.1.3 SHORTLISTING OF BIDDERS AND OPENING OF FINANCIAL BIDS

After the technical evaluation, Authority shall prepare a ranking list of prequalified and shortlisted Bidder(s) on the basis of S_T. Financial Bid for all prequalified and shortlisted Bidder(s) as per 3.3.1 shall be opened. A date, time and venue will be notified to all prequalified and shortlisted Bidder(s) for opening of Financial Bids. The opening of Financial Bids shall be done in presence of respective representatives of Bidder(s) who choose to be present. Authority will not entertain any query or clarification from Bidder(s) who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Bids shall be carried out in terms of Clauses 3.2 and 3.3 of this RFP document.

3.1.4 TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

The Professionals required for this assignment are categorized as Lump Sum Contract. For Lump sum Contract, the team input may be considered into home and field. The support team shall be on the need basis of the assignment, which shall be based on project preparation and/ or implementation requirement.

S. No.	Position (Key Personnel)	Educational Qualifications and experience	Experience
1.	Team Leader (On Roll)	M. Tech. (Civil) / M. Arch. / Master's in Urban Planning / Town Planning / Urban Design or their domain equivalent	Team leader should have minimum 15 years of experience of working on infrastructure / Railway Projects. He should have led for at least 5 (five) Eligible Assignments.
2.	Transportation Expert (On Roll or Hire)	Master's in Transport Planning / Transportation Engineering	Should have minimum 10 years of experience in development/ redevelopment or operations in Transport Sector for at least 3 (three) Eligible Assignments.
3.	Architect (On Roll)	B.Arch.	Should have minimum 10 years of experience in preparing the architectural plans / design for development / redevelopment / of railway stations /metro stations/airports/ urban infrastructure projects for at least 3 (Three) Eligible Assignments.
4.	Urban Planner (On Roll or Hire)	B.Arch./ B. Planning with Master's in urban planning / Town Planning / Urban design or domain equivalent	Should have minimum 10 years of experience in development/ redevelopment / planning of railway stations / metro stations/airports/ urban infrastructure projects like transit-oriented development, local area planning for at least 3 (Three) Eligible Assignments.
5.	Structure Engineer (On Roll or Hire)	Master's Degree in Structural Engineering or equivalent	Should have minimum 10 years of experience in Structural Design of minimum 2 (two) Eligible Assignments.

Notes:

- (a) Proprietor/ partner/ director/ architect/ Bidder shall have registration to practice architecture or render architectural/consulting services in India by Council of Architecture. The registration should be valid on the date of opening of the Technical Bid and in case of early expiry; the renewal thereof should have been applied for till completion of services. Documentary proof in the form of copy of the Registration certificate(s) in support of the above to be submitted by the Bidder failing which their bid will not be entertained.
- (b) **The Team Leader and Architect shall be On Roll of the Bidder** (However, other experts/specialists and managerial/support staff (not covered in above table), if required, may be deployed either as per requirement so that the Bidder should be able to complete the assignment successfully within the time schedule specified in Terms of Reference (TOR). Willingness of the Team Personnel on hire basis needs to be submitted along with their CV.
- (c) Deployment of minimum 90 days on the Eligible Assignment/s shall be necessary for consideration for evaluation for Key Personnel.
- (d) CVs of any new Key Personnel to be deployed for the assignment should be submitted to Authority for approval before deployment. But the new Key Personnel to be deployed should have higher or equal qualification than the replaced Key Personnel.

3.1.5 WORK EXPERIENCE CRITERIA

- a) **The criteria to be used for assigning Technical score (S_T) and technical evaluation shall be as follows.**

[For considering a consultancy assignment as “Eligible Assignment”, the following conditions needs to be fulfilled.]

Experience in completed assignments in respect of architectural planning, master planning, urban design, or technical feasibility report for the following projects:

- I. Development of a railway station, metro station, LRT, Mono-rail, High speed rail, bus terminal/ station, airport, or multi-modal transit hub having each **Project Cost of minimum Rs. 100 Cr. (Rupees One Hundred Crore)** in the last 10 (Ten) years preferably at government levels (Central / State/ Municipal / PSU / Authority). **Project Cost means capital cost of project (excluding land);**

OR

- II. Development of:
 - a. Urban projects (such as district centres, shopping malls, educational campus, residential township, hospitals) covering a plot area of 4 (four) acres each or more, or
 - b. Other urban building complex dedicated for public use (e.g. sports complex, exhibition complex, convention centre)

and (a) and (b) having **Project Cost of minimum Rs. 100 Cr. (Rupees One Hundred Crore)** in the last 10 (Ten) years preferably at government levels (Central / State/ Municipal / PSU / Authority). **Project Cost means capital cost of project (excluding land).**

- * **In case of claiming experience by Bidder for ongoing projects of nature as mentioned above in (I) or (II), in relation to the Eligible Assignment, if payment received by the Bidder for the consultancy services on the date of bid submission equals or crosses the figure of Rs. 50 lakh (Rupees Fifty Lakh) then such experience can also be counted as Eligible Assignment.**

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 reference rate 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, 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 as on the conversion date.

Notes:

- (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 Technical Consultant 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.

3.2 EVALUATION OF FINANCIAL BID

3.2.1 In this stage, the Financial Bid evaluation will be carried out as per Clause 3.2.3. Each Financial Bid will be assigned a financial score (S_F).

3.2.2 For Financial Bid evaluation, the total cost indicated in the Financial Bid will be considered.

3.2.3 Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Technical Consultant. The lowest Financial Bid (F_M) will be given a financial score (S_F) of 30 points. The financial scores of other Bids will be computed as follows:

$$S_F = 30 \times F_M/F$$

(F = amount of Financial Bid)

3.3 COMBINED AND FINAL EVALUATION (QCBS)

3.3.1 Financial Bid of all the prequalified and shortlisted Bidder(s) who have scored 49 marks or more out of 70 in the Technical Bid shall be evaluated as per the QCBS process mentioned

below. However, if the number of prequalified Bidders is less than 2 (two), Authority may, in its sole discretion, prequalify the Bidder(s) whose Technical Score is less than 49 marks out of 70; provided in such an event the total number of prequalified and shortlisted Bidders shall not exceed 2 (two).

A combined techno-financial score of all prequalified and shortlisted would be disclosed. Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T + S_F$$

Where S is the combined score. The Bidder having highest Combined Score (S) shall be declared selected after successful completion of negotiation, if required.

3.3.2 In the event that two or more Bidder(s) obtained equal marks in overall marks obtained (S), Authority shall ask the tie Bidder(s) to submit their revised Financial Bid. Overall evaluations will be re-evaluated based on the revised Financial Bid by substituting the value of (S_F) in the above criteria. Based on the above re-evaluation, Bidder securing highest marks will be finally awarded the contract.

3.3.3 Bidder(s) are advised that Selection shall be entirely at the discretion of the Authority. Bidder(s) shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

3.4 DOCUMENTS REQUIREMENT

- a) The Bidder shall provide completion / part completion certificate to substantiate the experience from client for above mentioned consultancy assignment criteria.
- b) The Bidder shall also provide project information in format that includes project details, such as name, location, description, project cost, consultancy fees, implementation period; client certification towards successful completion/ part completion, role of Bidder for the services rendered for this project and international design competition award won etc.
- c) Documents related to MSME registration if applicable
- d) All tender documents including Bid Forms are to be submitted online under the digital sign of authorized signatory. However, original hard copies of following documents shall also be submitted at the office and within timelines as mentioned in the KIT:
 - i) Letter of Proposal (Technical Bid Form-1)
 - ii) Affidavit (Technical Bid Form-3) duly notarized or self-attested copies. In case of self-attested copies, notarized copies will be submitted as and when asked by Authority. In case the Bidder fails to submit documents asked for before issue of LOA, his offer will be rejected and Bid Security shall be forfeited.
 - iii) Power of Attorney for authorized representative duly notarized (Technical Bid Form-4) or self-attested copies. In case of self-attested copies, notarized copies will be submitted as and when asked by Authority. In case the Bidder fails to submit documents asked for before issue of LOA, his offer will be rejected and Bid Security shall be forfeited.
 - iv) Documents in support of evaluation criteria duly signed by authorized signatory
- e) The Client of whom the completion certificate/ part completion certificate has/ have been submitted by the Bidder should not have any affiliation in terms of subsidiary/parental

company/group company This clause is not applicable in case the Bidder is a Govt department/PSU.

f) **Registration certificate as per 3.1.4. (a)**

4. MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Delhi] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2 Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 4.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.4 All documents and other information supplied by Authority or submitted by a Bidder shall remain or become, as the case may be, the property of Authority. Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 4.5 Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULES

SCHEDULE – 1: TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)

1. General

(A) Introduction

- 1.1 Indian Railways (IR) has entrusted railway stations to respective Railway Zones (Authority) for its redevelopment with state of art architecture, facilities and public amenities.
- 1.2 The Authority seeks the services of Technical Consultant for preparing Technical Feasibility Report, Concept Plans and Master Plan for the development/redevelopment of Project including its surroundings on the entire Railway Station land which includes preparation of station development plan along with plan for commercial development of land plots and providing Architectural and Technical Services for implementation of Mandatory Works as per detailed scope of services enclosed.
- 1.3 **Mandatory Works** shall include all works towards construction of Railway Station, allied facilities, various elements of infrastructure necessary for the Station and only trunk infrastructure for Commercial Development proposed within the Master Plan for the Project and any airspace development over the railway station/station buildings. The Trunk infrastructure for Commercial Development shall include main facilities for roads, Water supply, sewerage, Electricity supply, telecommunication, Solid Waste management, Storm water management, rain water harvesting, Boundary walls, Common parking lots, Parks and other similar facilities required to be constructed to enable commercial exploitation of individual parcels of land. The redevelopment or relocation of existing facilities required as per approved master plan shall also be part of Mandatory Works.
- 1.4 **Commercial Development** shall include all Real Estate asset classes planned on the railway land (and above Railway Station/station buildings as approved in the Concept Plan), which is not part of the railway station facilities. It shall include all land use categories (like residential, commercial, institutional, warehousing, hotel, hospital etc.) envisioned for commercialization and generation of revenues.

(B) **Definitions:** For the purpose of the agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) **Approved** means approved by Authority's Officer-in-Charge in writing including subsequent confirmation of previous approval and 'Approval' means approval by Authority's Officer-in-Charge in writing as above said.
- b) **Applicable Law** means the laws and any other instruments having the force of law in India.
- c) **Bidder(s)** mean any private or public entity that will provide the consultancy services to the Authority under the contract which shall mean and include an individual, a registered limited liability partnership firm (LLP), a registered co-operative society, a registered trust, a public or private limited company incorporated and registered in India under the Companies Act, 1956/2013 or a foreign company duly incorporated in that country, applying for the relevant project(s), subject to compliance with applicable laws, policies and guidelines of Government of India, such entities being permitted to Bid and execute the Project(s) as per their object of businesses specified in their charter/registration/incorporation documents and the like and shall include its/ their authorized representatives, successors and permitted assigns. For the purpose of this definition, a Proprietary firm will fall under the category of 'individual'.

NOTE: Foreign Companies are not eligible to bid for Tenders for value upto Rs 200 Crore as per Letter No. F.12/17/2019-PPD dated 28.05.2020 issued by Ministry of Finance, Govt of India.

- d) **Contract** means the Contract signed by the Parties and all the attached documents.
- e) **Contract Price** means the price to be paid for the performance of the Services, in accordance with schedule of payment.
- f) **Officer-in-Charge** means the Officer as may be duly appointed and authorized in writing by Authority to act as “Officer-in-charge” on its behalf for the purpose of the contract, to perform the duty set forth in this condition of contracts and other contract documents.
- g) **Effective Date** means the date on which this Contract comes into force and effect, which shall be 10 days after the date of issuance of Letter of Award.
- h) **In writing** means communicated in written form with proof of receipt.
- i) **Language** means all documents and correspondence in respect of this contract shall be in English Language.
- j) **Letter of Award (LOA)** shall mean Authority’s letter or notification conveying his acceptance of the Bid subject to such conditions as may have been stated therein.
- k) **Month** means English Calendar month ‘Day’ means a Calendar day of 24Hrs each.
- l) **Authority** shall have meaning as per the RFP, which shall include their respective successors and permitted assigns, unless the context otherwise requires.
- m) **Site** shall mean the site of the Contract/ comprehensive Architectural works including any building and erection thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by Authority for the contract’s use.
- n) **Services** means the work to be performed by the Bidder pursuant to this Contract, as described in Bid Document.
- o) **Writing** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- p) **Words** imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- q) The headings in the clauses/conditions of contract are for convenience only and shall not be used for interpretation of the clause/ condition.

2. Objective

The prime objective of this assignment (the “**Objective**”) is to undertake Technical Feasibility Study and Prepare a Master & Concept Plan of the Railway Station for the purpose of firming up Authority’s requirements in respect of development and construction of the Railway Station and project facilities and to enable Authority to ensure that a properly designed station along with associated infrastructure is developed with the following features:

- (a) Segregation of arrival/departure passenger movements to the extent possible and circulation at the Railway Station including both sides;
- (b) Safe and comfortable passenger amenities/services with maximum possible modern amenities in a clean and pleasing ambience;
- (c) Superior road connectivity with the city for quick and easy access to the Railway Station and adequate parking within the station premises, efficient multi-modal interface, provide flexibility for integration facilities with future transport infrastructure;
- (d) Smooth arrival/departure and movement of pedestrians, passenger vehicles, parcel, luggage, linen & catering material etc. within and around station premises, state of the art passenger information and display systems, security systems and fire safety systems etc.
- (e) Providing user-friendly facilities and passenger services for the convenience of passengers including adequate signages, pick-up drop and parking
- (f) Special amenities and services for the old, infirm and physically challenged passengers;
- (g) Adequate facilities for small retail, F&B, wash rooms, resting facilities, etc.
- (h) Adequate and effective inter-platform transfers.

- (i) Unobstructed movement of passengers and avoiding cross- circulation of passengers within Railway Station.
- (j) Management of luggage services/clock rooms.
- (k) Study of shortcoming of the present station and difficulties faced by passengers currently.
- Solution for those difficulties now & with projected traffic.
- (l) Integrated development with the surrounding city/both sides of city and creation of an iconic urban infrastructure and architecturally distinctive gateway to the city;
- (m) Least possible inconvenience to train operations, passengers, other users and residents during construction; and
- (n) Adequate and coherent commercial development at and around the station for an optimal financing model and attainment of the above public policy goals based on life-cycle cost minimization approach.
- (o) Constructing Green Building Project with environment factors being given very high priority,
- (p) Conform to the provisions of Manual of Standards and Specifications for Railway Stations, National Building Code, Indian Railways Works Manual, National Fire Protection Association rules etc. as applicable to the Project (the “Manual”).
- (q) **The mandatory works comprising the stations are intended to be redeveloped on EPC model.**

3. Scope of Services:

(A) The scope of services is divided into two parts.

- 3.1 The first part of Scope of Services pertains to preparing Technical Feasibility Report, Concept Plans and Master Plan for the development/redevelopment of Railway Station including its surroundings on the entire Railway land for preparation of station development plan along with plan for commercial exploitation of land parcels (colony redevelopment plan also to be included if required)and bid management. The scope for this part shall be as follows:
- 3.2 The Technical Consultant shall undertake this consultancy in order to achieve the objective specified in Clause 2 above. The detailed scope of services specified below is based on Authority’s understanding of the scope of service. However, it should be noted that the scope of work specified below is not exhaustive. The Technical Consultant maybe required to carry out additional works, if any, to meet the objectives stated above.
- 3.3 While preparing the Technical Feasibility Report and Master Plan of the Project, the Technical Consultant shall follow the standards and specifications laid down in the Manual. The basic objective underlying the Master Plan is to develop a schematic plan for efficient handling of passenger operations besides providing facilities for maintenance and operations. It shall also include optimal plans for real estate development and allied facilities such as parking, inter-modal transfer and in-coming/outgoing road traffic at the Station.
- 3.4 The Technical Feasibility Report and Master Plan to be prepared by the Technical Consultant shall contain preliminary designs and sufficient details to judge the constructability and feasibility of various layouts as well as the estimated cost related to such development. The phasing of the Mandatory Works and Commercial Development shall be done on the basis of costs thus worked out and the revenue realization strategy prepared by Authority, if any.

Technical Consultant has to ensure that master plan is not challengeable on architectural, technical or practical considerations, during actual execution. It will be the Technical Consultant’s responsibility to fully defend the solutions proposed

by him should these be questioned by MOR, Authority or the contractor at any stage of the planning of Mandatory Works and/or bidding process for award of contract for Mandatory Works. Once the bid documents are released, the Technical Consultant shall prepare replies to the written queries made by the Bidder(s) on the technical aspects of the bid documents. The Technical Consultant shall take part in the pre-bid conference for award of tender and furnish such technical clarifications as may be called for.

3.5 The Technical Consultant shall give a modular cost assessment of various infrastructure facilities proposed for station redevelopment.

3.6 The Technical Consultant shall also assist the other consultants engaged by Authority by furnishing technical schedules and such clarifications as may be required for contractual, legal and financial issues for Mandatory Works.

(B) The outline scope of services to be performed by the Technical Consultant shall include but not limited to the following:

- i. Review of previous reports (if any)/ available plans / drawings /data and verify the available drawings details at the site;
- ii. Traffic study and development of integrated traffic plans;
- iii. Studies, Surveys and Investigations;
 - a. Engineering Survey;
 - b. Collection of land plans and master plan of station if any
 - c. Ascertaining condition, ownership and usage of structures;
 - d. Exiting utilities mapping, assess and plan permanent and temporary diversion utilities;
 - e. Land due diligence (ascertaining land title in favour of Railways from the concerned Authorities) ascertaining land title in favour of Railway.
 - f. Building condition survey; and
 - g. Study of identification of sensitive structures;
 - h. Overlapping of survey and development plan on Google maps, revenue maps etc.
 - i. Soil exploration for preliminary design of structures.
- iv. Applicable Development control norms;
- v. Assessment of additional requirement of utility infrastructure such as power, water, solid waste management, sewage treatment etc. as well as their availability for the Project;
- vi. Relocation plan of buildings and structures;
- vii. Development of Concept Plans & Master Plan of the project: The Technical Consultant shall follow the applicable laws, bylaws and Master Plan of the city with a view to enabling an 'in principle' approval of municipal authorities.
- viii. Construction methodology, sequencing, scheduling and time frame;
- ix. Social impact assessment including Resettlement & Rehabilitation Plan (R&R), if any;
- x. Environment Impact Assessment and to actively work with Authority and obtain environment clearance of entire Project, if required;
- xi. Heritage Impact Assessment, if required
- xii. Preliminary designs and review / update of design criteria/outline specifications for the Mandatory Works and Architectural Controls for the Project including areas identified for commercial and/or other development identified in the Master Plan
- xiii. Project Cost and Cost Estimates; (facility wise)
- xiv. Prepare submissions (if required, its revision also), for the purpose of obtaining in principle statutory approval/clearances for the Master Plan and obtain such clearances;

- xv. Preparation of various Technical Schedules for the tenders for complete Mandatory Works.
- xvi. Management of technical aspects of bidding process for Mandatory Works. The phasing of Mandatory Works shall be as decided by Authority in consultation with the Technical Consultant and other consultants taking an overall view of railways' operational requirements, Authority's requirements, market conditions and overall interest of the Project and various stakeholders.
- xvii. Provide intermittent support to the Authority post issue of LoA to the EPC contractor by the Authority.

(C) Scope of Services Is Further Explained Hereunder:

3.1 Review of previous reports/drawing/data and verify the available drawings of the site

3.1.1 The Technical Consultant shall collect relevant details, information, data and reports, future plans from the concerned Zonal Railways/Local Bodies/Departments and from the market regarding present and proposed planned development within the influence area of the station area. These data should include but not be limited to:

- (a) Details of passenger, traffic and engineering surveys, goods, parcel movement, train movement details, circulation area details, types of existing passenger amenities, facilities and their leasing status, station structure, Foot Over Bridges and all other details necessary for the preparation of technical feasibility report and master plan.
- (b) Collection of traffic data:
 - parking requirements (vehicle)
 - Passengers movement of intermodal transportation facilities. (O&D data for passengers)
- (c) Master plans, zonal plans, existing drone survey reports, building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission for FSI, TDR, etc., circle rates of land for various use in the area, market rates as per past land deals;
- (d) Details of similar commercial developments in the vicinity/city – Both existing as well as proposed and opportunities for Commercial Development in the Project;
- (e) Contact addresses with phone numbers of concerned officials of relevant local bodies like Development Authority, Municipality, Revenue Authority, Environment office responsible for environmental clearance etc.

3.1.2 Master Plan shall be developed around the future yard plans/operational infrastructure frozen by the Railways for the Railway Station. The same shall be reviewed by the Technical Consultant and may recommend improvements/adjustments while developing the Master Plan. The plans, drawings, other data available for the area has to be verified by physical verification, topographical survey and available records/reports. The Technical Consultant shall ascertain and study development plans of various departments/local bodies which have bearing on the Master Plan. An integrated Master Plan for the complete railway land at Railway Station shall be in the scope of the Technical Consultant. The plan should remove the difficulties being faced by passengers and including solution for projected passenger growth.

3.2 Railway Demand assessment

- 3.2.1 Based on the above estimation, the Technical Consultant shall integrate the land available and examine capacity constraints to station layouts. Station shall be designed to demonstrate the impact of design changes to improve fluidity in disperse/handle passengers and carry out other operations at station efficiently.

3.3 Traffic study and development of integrated traffic plans

- 3.3.1 To achieve the objective of harmonious development with the surrounding city and adequately meet the need for transport linkages, the Technical Consultant shall plan works within 5Km influence area including on surrounding roads and the land adjoining the land boundary of the station. Feasibility of works planned on surrounding roads and the land adjoining the land boundary of the station shall be carefully examined. The Technical Consultant shall study the impact of the proposed development on traffic and congestion on surrounding roads and area and make an assessment of the impact on infrastructure demand in terms of road network and parking. Mitigation plans for infrastructure demand shall be prepared separately for existing traffic bottlenecks and for traffic generated due to extra development in the Project.
- 3.3.2 Traffic surveys for both railway as well road users shall be carried out by the Technical Consultant with a view to formulating the traffic plan for movements and integration of modes as also inter modal transfers involving existing / proposed Metro Rail, High speed Train, mono Rail, Bus services, IPTs etc. (Surveys like Volume Counts, Turning Moment Counts, Origin Destination Surveys, Passenger Arrival Departure surveys, mode choice surveys, parking supply and occupancy, etc. shall be planned for 7 days, 24 hours each at various suitable locations in and around the railway station up to at least a 5Km radius from the station). The Technical Consultant shall also suggest an integrated traffic and transport plan meeting the Railways as well as city traffic needs for next 20 years, for areas within 5 Km from the project site. The Technical Consultant shall use the relevant traffic engineering and transport planning tools to design and improve the connectivity of the Station with the city. This may include widening of existing roads, junction / corridor improvements (including grade separators where absolutely necessary over roads as well as the railway yard), improvement of existing geometry, augmentation of capacity on approach roads, segregation of through traffic, etc.
- 3.3.3 The Technical Consultant shall plan the inter-modal transfer facilities to, inter alia, include design for vehicular (road) and pedestrians traffic, interfaces with the surrounding and approach roads and neighborhood including improvements for barrier free movement of pedestrians, appropriate junction improvements, and traffic management for the entire area. The Master Plan shall, inter-alia, include facilities required for vehicles carrying parcels, catering and linen materials, garbage disposal, vehicles for maintenance, VIP movements etc. Technical Consultant shall aim at seamless flow for pedestrians between public/private transports, boarding/ alighting points and station premises and minimizing the length of walking distances. The design of circulating areas and inter-modal transfer facilities should provide an efficient, convenient and aesthetic solution to connectivity and integration between various modes of transport. The requirements of pedestrians and physically disabled persons are to be specially taken care of.

- 3.3.4 Authority envisages that the redeveloped Station would preferably have segregation of arrival and departure areas.

3.4 Studies, Surveys and Investigations

3.4.1 Engineering Survey

The Technical Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. The development should not be confined to the site but also include infrastructure facilities and adjoining railway land to present an integrated development around the site. However, the Technical Consultant has to ascertain ownership of land and structures in the area proposed for development. A report shall be prepared on topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), close traverse survey details along with the photographs of important locations.

3.4.2 Ascertaining condition, ownership and usage of structures

Survey the existing structures and assess their condition/ownership/usage etc., including the need for their relocation or restoration, as the case may be. Study of as-built drawings and condition survey of structures likely to be affected during construction works shall be carried out and necessary plan shall be developed /suggested so that the adjacent structures are not affected during construction activities for the project. Report on building condition survey including inventory report shall be submitted.

3.4.3 Exiting utilities mapping, assess and plan permanent and temporary diversion utilities

The Technical Consultant shall be responsible for the accuracy of the physical and ground details, such as alignment of roads, details of existing structures on the proposed development area, land use details, utilities (telephone lines, signal lines/ equipment, HT/LT lines, water supply, drainage/gas lines and OFC cables, etc.), trees and other plantation and access to adjacent properties.

3.4.4 Preparation of Land Due Diligence Report

While developing Master Plan for station project, endeavor is to make plan within the Railway land. For this it is required to ascertain the land title in favour of Railways from the concerned Authorities and to collect the required land documents.

3.4.5 Geotechnical Investigations (preliminary)

In order to provide reasonable detail to the Bidder(s) for assessing the type and cost of foundation of buildings and structures as proposed in the Master Plan, the Technical Consultant shall carry out a reasonable degree of geotechnical investigations (preferably near locations where the foundations for Mandatory Works are expected) including conducting Laboratory and Field Test along with the analysis of results and preliminary foundation design to determine nature of construction as per IS:1892.

3.4.6 Study of sensitive structures

A survey of all the sensitive structures which are sensitive from the religious, archaeological and historical point of view and are located within 1km of the site shall be carried out along with all relevant details like approach, condition, patronage and impact of project on them and vice-versa.

- 3.4.7 Detailed list of approvals required for construction of mandatory buildings and details station estate, Authority, law or rules, contact address etc.

3.5 Applicable Development control norms

- 3.5.1 The Technical Consultant shall study the development control norms, building bylaws and Master Plan of the city and other requirements laid down by local authorities and shall advise Authority regarding the nature and extent of construction permitted and its likely impact on the viability of the Project. The Technical Consultant shall prepare necessary documents to establish the minimum construction requirement over the entire railway land to meet the scale of facilities expected. Provisional modifications required in the development control norms of state government or local bodies shall be clearly brought out to enable Authority to engage with concerned authority at an early stage including for formulating 'special' development control norms for the Project. The Technical Consultant shall actively assist Authority in preparation of documents, reports, drawings etc. to enable Authority to logically argue its case and get the issues satisfactorily resolved. The Technical Consultant shall prepare plans conforming to the extant building bylaws and make presentations before local authorities with a view to enabling an 'in principle' approval of local authorities.

3.6 Assessment of additional requirement of utility infrastructure

- 3.6.1 Technical Consultant shall make an assessment of the impact on infrastructure demand in terms of water, sewerage, power and communications for the entire development / redevelopment proposed in the Master Plan for the entire Project. Mitigation plans for increase in infrastructure demand shall also be prepared. Source of water to ensure uninterrupted supply for the station and adequate augmentation of other utilities like electric supply, sewerage lines, storm water drainage, etc. shall be studied in detail.
- 3.6.2 Commercial development at the Station and surrounding railway land is essential for financing the Project costs. Technical Consultant should aim to maximize the commercial returns from the land and air space to get the best returns. However, any such commercial development should be able to co-exist with the passenger terminal and surrounding areas of the city in a complementary and harmonious manner. While preparing the plans for integrated Commercial Development, Technical Consultant shall make an assessment of the requirement of various utilities/services and access for adjoining development and adequately provide the infrastructure and spaces for the same.
- 3.6.3 Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the Commercial Development, the lighting, circulation, traffic integration, access, and services required for Commercial Development are to be assessed for and integrated with overall planning with adequate details.

3.7 Relocation plan for structures

- 3.7.1 Technical Consultant shall assess the requirements of relocation of structures and their users/occupants, removal of encroachments, rehabilitation and resettlement, land acquisition, diversion of services/utilities and trees to be felled. Wherever possible and if feasible financially, the Technical Consultant may plan to retain some of the existing structures through the processes of restoration, adaptive reuse etc. Plans prepared by the Technical Consultant shall incorporate drawings for structures required to be relocated and due space provisions for the relocation and permanent diversion of services/utilities. Necessary schedules of encroachments, R&R and land acquisition, and felling of trees shall be prepared. Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the Commercial Development, the lighting, circulation, traffic integration, access, and services required for Commercial Development are to be planned for and integrated with overall planning.
- 3.7.2 Any other study or survey which the Technical Consultant considers necessary or which Authority may stipulate for successful completion of the Services under the Consultancy shall be carried out.
- 3.7.3 The Technical Consultant shall also study the technical feasibility of relocation of Railways quarters, if any, in the proposed project site to suitable location. Total floor area of all such buildings shall be assessed with adequate provision for future. The Technical Consultant shall conduct an activity analysis of all activities, operational or otherwise, currently being undertaken at the station, do a volume analysis of space required to deal with future growth and then suggest sites for the relocation. The Technical Consultant shall suggest the relocation of operational and other structures that need to be dismantled on account of the Master Plan and shall suggest workable plans to first complete the construction of buildings to house facilities to be dismantled prior to their actual shifting/demolition. Only in exceptional and unavoidable cases, shifting of establishments to temporary accommodation should be resorted to. Modifications to existing structures/buildings, if any, shall be suggested after thorough investigation of the structural condition of such structures/buildings.

3.8 **Development of Master Plan**

- 3.8.1 The Technical Consultant shall prepare a Master Plan for development of the entire Railway Station site. The development should include adjoining railway land to present an integrated development around the site. Also, to achieve the objective of harmonious development with surrounding city and adequately meeting the need for transport linkages, the Technical Consultant shall plan works on surrounding roads adjoining the land boundary of the site. Segregation of suburban services from the long distance traffic and their integration with long distance platforms would need to be planned and provided for. Technical Consultant shall integrate the passenger and train movement with the other existing / proposed public transport modes, like High Speed Railway, Metro LRT, and Metro rail System etc. Feasibility of such construction shall be carefully examined. Master plan shall be fit for modular / phased construction. The Technical Feasibility Report to be prepared by the Technical Consultant will contain the drawings and sufficient details to judge the feasibility and constructability of various layouts. After receiving the observations of Authority on the Master Plan and draft Feasibility Report, the Technical Consultant shall further amplify the major elements of design of the Project, and prepare Preliminary Design for the Project such that these could be used as reference documents for inviting Technical Bid and normalizing the parameters for the RFP. Preliminary design shall be adequately detailed so that interest of Authority and users of the Project are fully safeguarded by clear planning and design parameters. Preliminary Design shall be submitted at the time of submission of the final Feasibility Report. In subsequent stages of this consultancy assignment, the Mandatory Works may be further detailed by the Technical Consultant to provide drawings and documents for on-site construction works.
- 3.8.2 Authority envisages that the Railway Station may have separate contractor responsible for Operation and Maintenance of services related to passenger operations such as platforms and services related to commercial operations such as any real estate development. The master plan prepared by the Technical Consultant shall ensure that there is clear segregation in the operational area of the two services, to the extent possible.
- 3.8.3 The Mandatory Works shall be identified in the Master Plan. Looking at the conditions of each project, including railway operational requirements, Authority's requirements, market conditions and overall interests of Project and various stakeholders etc., It may be desirable to take up the work in Phases. In such situation, the Master Plan shall indicate the phases of Mandatory Works.
- 3.8.4 With reference to the Mandatory Works, the Technical Consultant shall prepare Tender Drawings and documents. Tender Drawings and Documents shall contain all necessary details, information specifications, etc. required for selection of contractors. The drawings shall indicate the various phases distinctly to allow the contractor to easily identify the scope of work and plan interface of work in subsequent phases. The drawings shall contain all necessary details pertaining to architectural, interior, conceptual Landscaping and other service designs. Technical Consultant shall prepare dimensioned floor plans (all floors), elevation (all sides), Sections (Minimum 2 per structure), details of circulation cores, service layouts, capacity of facilities, schedule of finishes, other details, etc.

3.9 **Construction methodology, sequencing, scheduling and programming**

3.9.1 As train operation would continue at the Station during project implementation, the construction has to be done in phases. This would pose a challenge in carrying out construction activities without unduly disturbing the public, railway staff, passengers, train operations and the environment. The Technical Consultant must address this challenge suggesting phasing of construction, suitable construction methodology using modern construction techniques and equipment.

3.10 Social impact assessment (if required)

3.10.1 The Technical Consultant shall carryout Social Impact Assessment of the Project involving community interaction and public hearing with a view to recommending specific measures for implementation so as to be compatible with ISO 14001 standards and applicable laws. Technical Consultant shall study any adverse Social impact, arising out of the proposed Project implementation and suggest mitigation measures for such adversities. The Technical Consultant shall undertake Social Impact Assessment (SIA) due to the Project and requiring resettlement and rehabilitation, particularly the impact on the persons affected due to the Project including plans for resettlement and rehabilitation thereof. The extant policies and guidelines of the government would be kept in view while undertaking the assessment. He shall prepare a plan for involuntary resettlement and land acquisition, which shall include the following:

- (a) Prepare in accordance with guidelines of the Government, a draft Resettlement and Land Acquisition Plan, as per requirement;
- (b) Prepare area specific social assessments to support development of a locally relevant approach to resettlement which provides benefits to people in the Project's area of influence, which include socioeconomic conditions, social service infrastructure, and social institutions and organization, in accordance with the Government policies and guidelines;
- (c) These social assessments should include gender and local ethnic aspects;
- (d) Provide recommendations and action plan for the Authority to undertake, at the implementation stage, a full census and inventory of lost assets (households, shops and agricultural and other lands, or access to current income-generating activities, including impacts caused by permanent or temporary acquisition) of affected people and a baseline socioeconomic survey of the affected population, determine the scope and magnitude of likely resettlement and land acquisition effects, and list likely losses of households, business and income opportunities, as well as affected communal assets and public buildings;
- (e) In consultation with local stakeholders, government and Authority, develop an entitlement matrix, on the basis of the consultations, socio-economic surveys, and inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government;
- (f) Prepare the plans with full stakeholder participation, including the Government and Authority. Consult with affected persons and community-based organizations to ensure that all affected persons have been fully informed of their entitlements through the consultative processes initiated by the Government and Authority. Ensure that communities and displaced persons understand the project, its impacts, and the responsibilities of the parties; and

- (g) Analyze and confirm the following aspects that will apply to land acquisition and resettlement in the project area: (i) laws and regulations, including local practices; (ii) budgetary processes for involuntary resettlement and land acquisition; (iii) schedules for these activities that are coordinated with the construction schedule; and (iv) administrative arrangements and requirements.

3.11 Environment impact assessment and assisting Authority in obtaining environmental clearance and approval from the competent authority (if required)

- (a) The Technical Consultant shall undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.
- (b) The Technical Consultant shall also assist Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.
- (c) Preparation of Environment Management Plan (EMP)

3.12 Preliminary designs& Design Basis Reports

- 3.12.1 The Technical Consultant shall prepare preliminary designs and Design Basis Reports (DBRs) of the Mandatory Works which shall form the basis of establishing project costs. This shall include further preliminary design & DBRs of major elements of Master Plan required for preparation of cost estimates such as foundation of typical columns, positioning of columns on platform and tracks, structural system supporting unique and uncommon architectural elements, typical parameters of unique and special architectural finishes, parameters of external architectural facades/canopies, operational and passenger areas including size, location and various facilities to be provided in each area, platform and concourse floor usage plan showing positioning of important operational and passenger facilities, etc. These shall be prepared in sets of A-3 size drawing sheets containing drawings as well as design parameters. The objective of these drawings is to enable the Bidder(s) / Authority to make a reasonable estimate of the cost of Mandatory Works. Preliminary design drawings together with outline specifications shall be adequately clear so as to safeguard the functional requirements of Authority and users. For detailing and explaining the plans/structures/structural components, three/two dimensional sketches using software shall also be provided.

3.13 Project cost and Preparation of Cost Estimates

- 3.13.1 The Technical Consultant shall work out cost estimates of the Mandatory Works with a break up of cost for each component separately. To the construction cost so arrived at, the Technical Consultant may add provision for physical and price contingencies, etc. The project cost for different phases shall be indicated separately.

- 3.13.2 The Technical Consultant shall also provide the estimated construction costs including phasing thereof, infrastructure improvement cost and also to include infrastructure improvement cost outside railway land (if required) on Railway Station, cost of Repair & Rehabilitation cost, O&M cost etc.

3.14 Obtaining “in principle approval” from local bodies

- 3.14.1 The Technical Consultant shall prepare submissions for obtaining approval from all concerned local authorities, other Government Departments, Traffic Police, Railways, etc. which are required as per law. The Technical Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Architect who is duly authorised to sign the submissions shall sign and make necessary submissions in this regard. The Technical Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/approval. The Technical Consultant shall make presentations regarding Bids as and when required for obtaining approvals, clearances etc. or as otherwise requested by the project team.
- 3.14.2 The responsibility for defending the plans/Proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Technical Consultant.

3.15 Preparation of Technical Schedules for Tenders

- 3.15.1 The Technical Consultant shall prepare, revise and update all technical schedules (specifications) for the Tenders for Mandatory works. These schedules will define the Authority’s architectural parameters and controls as well as the technical requirements, which shall be mandatory for the Contractor. These schedules shall consist of drawings and design, construction and functional criteria and technical specifications and will generally define the site of the project including the existing assets and facilities, scope of relocation and development, floor plans showing uses of space, development control norms for the proposed development, scope of other civic infrastructure such as roads, parks, landscaping etc. Generally, the content of these schedules shall be derived from the approved Master Plan and Technical Feasibility Report and shall be submitted as part of the final Technical Feasibility Report. The schedules shall be prepared separately for different phases of Project.

3.15.2 Architectural Controls

The Technical Consultant shall prepare Architecture Controls conforming to the Local Building Byelaws and in harmony with the Master Plan, which shall include but not be limited to:

- i) Urban Design / Development related
 - a. Preliminary Proposal for development/redevelopment at the land parcels other than the station building and their impact on immediate environs.
 - b. Volumetric study and Urban form recommendations including pedestrian/vehicular movement and parking
- ii) Architectural Control/guidelines

- a. Drawings showing architectural controls/guidelines (like building heights, shapes, volumes, elevation controls, façade designs, materials, etc.), features and specifications
- b. Typical drawings showing street hierarchy and types with cross-sections along with incidental landscaping, street furniture and graphic signages, etc.
- c. Drawings showing treatment to the common facilities like circulation, common parking, open spaces and external architectural form.

3.16 Intermittent support to Authority post award of LoA to EPC contractor

3.16.1 The Technical Consultant shall provide intermittent support on the scope of services undertaken to the Authority up to 1 (one) year from the date of issue of Letter of Award (LoA) to the EPC Contractor by Authority.

3.16.2 The Technical Consultant shall ensure availability of adequate support staff in this regard in consultation with the Authority and payment for such staff shall be made on 'per visit per person' basis as per the payment schedule in Clause 6. Any outstation travelling costs shall be reimbursed by the Authority on air fare economy on actuals after submission of bills in support of the claim.

4. Deliverables

The Technical Consultant shall deliver the following deliverables (the "Deliverables") during the course of this Consultancy. Each Deliverable shall include drawing, report, photographs and such other documents that generally comprise Deliverable for similar consultancy work internationally by way of best practices. The Deliverables shall be so drafted that they could be given to the prospective contractors in preparation of their bids. [5(Five)] hard copies and [3(three)] soft copies in CDs/ DVDs / pen-drives of all the Reports, Drawings, 3D views etc. mentioned below shall be submitted to Authority. The size of drawings shall be A-3 (maximum) up-to Feasibility Report. Subsequent stage drawings may be submitted on larger sheets.

4.1 Inception Report: It shall have following two components:

- (i) On commencement of the Consultancy, the Technical Consultant shall submit an Inception Report (the "Inception Report"). The Inception Report shall be further elaboration of the Technical Consultant's submissions towards understanding of the RFP, the methodology to be followed and the Work Plan. This submission will be for reference purposes only to clearly map out the method and manner in which the Technical Consultant plans to approach the assignment. Inception Report shall also include the details of the team to be deployed including roles of team members, proposed timelines for presentations, submission of various draft and final deliverables and visits of Personnel in order to complete the Consultancy in time.
- (ii) **Technical Consultant's Method Statement for preparation of DPR:** The Method Statement may be based on Technical Consultant's own systems but complying international best practices in architectural, technical consultancy. The Authority's requirements in the project and deliverables shall be included in the Method Statement. On acceptance by Authority, the method would form the basis on which the Technical Consultant shall carry out the services for the Consultancy.

4.2 **Land Due Diligence Report:** Land due diligence shall be done to establish the total area under the ownership of Railway as per the revenue records, the actual land under Railway possession and its correlation with the revenue records, any encroachments/ encumbrances on the Railway land etc. This report shall be prepared in three parts:

- (i) **Preliminary Land Due Diligence Report:** The Technical Consultant shall submit a report outlining the extent of project boundaries, details of preliminary survey of land to establish the land under possession of railways at the Project Railway Station, land record available with railways, collection of details about land readily available from revenue department, discussions with officials of railways/ local authorities to establish the other aspects of land including any adjoining piece of land which can be dovetailed into the master plan, any land under litigation and the determine scope of work required to complete the Land Due Diligence. The Technical Consultant shall be required to visit offices and concerned representatives in Railways, Local L&DO offices, Office of Corporation and Urban Local Bodies, etc. to establish the actual land records for railway land and adjoining land parcels. Ownership records, property cards, Land Title transfer details (if any), records of ongoing legal matters related to land ownership status shall be collected and submitted to Authority, by the Technical Consultant.
- (ii) **Intermediate Land Due Diligence Report:** The Technical Consultant shall submit a report establishing the extent of project boundaries based on land records available and topographical survey of site, revenue authority maps of the area under which the Project land falls, map showing all encroachments/ encumbrances on the Project land. In this report, the application made to revenue authorities, and any discussions held, for issue of Property Card, or similar document establishing clear title of Railway shall also be enclosed.
- (iii) **Final Land Due Diligence Report:** The final land due diligence report shall contain the Property Card or similar document establishing clear title of Railway on the Project land, in exceptional cases, and any areas for which railway records are not available for which issue of Property Card is deemed not possible.

4.3 **Preliminary Report (PR):**

- (i) **Preliminary overall planning:** The yard plan as furnished by Authority/Railways and the railway requirements at the Railway Station would form the basis for development of the Master Plan and Technical Feasibility Report. The Technical Consultant shall review the existing/proposed yard plan of the Station for better space utilization and accommodating the structural frame-work of the proposed buildings/structure, platforms and tracks. Based on the above review, the Technical Consultant shall suggest refinement in the proposed yard plan for the Station including to allow the construction of the Project. The Technical Consultant shall furnish the feasible phased relocation layout plans with risk analysis, which needs to be interfaced in the report including the various railway operational activities like catering/parcel/ linen handling in addition to station management/ commercial activities planned as part of Master Plan. Reference Master Plan derived from their previous work or from similar other project as an example how the final product of the Consultancy shall shape up.
- (ii) **Preliminary area requirements and Cost:** The Technical Consultant shall prepare quick estimates of floor area requirements for passengers, railway operation and real estate for meeting the objective of the Project and prepare a concept paper for FAR requirements for the railway land and other Development Control Norms to enable Authority to identify the Built-Up Area available for commercial

exploitation and to engage with the relevant local authorities for ‘in-principle’ approval and/or for amendments in the extant provisions, if any.

- (iii) Consultation with Local Bodies: The Technical Consultant shall carry out consultation with all the concerned local authorities for the in-principle approval and the outcome of the meetings shall be incorporated in the preliminary report.
- (iv) Part Report on Traffic Survey: The Technical Consultant shall submit a Report giving the locations to be studied as part of Traffic Survey along with their justification, which shall be got approved from Authority before the Traffic Survey is taken up. The report shall also have the first 7-day classified traffic volume count giving an analysis of hourly and daily variations.

4.4 Infrastructure Development Report

The Technical Consultant shall review the existing infrastructure at the Railway Station and this shall include but not be limited to condition of assets, capacity, location etc. and shall suggest improvements, up-gradation and the requirements of additional infrastructure for achieving the Objective. Based on the estimation of passengers, integrate the land available and capacity constraints to station layouts. The Technical Consultant shall also suggest whether the passenger handling capacities could be increased beyond what is present at the Station and if so the additional infrastructure needed thereof. The Technical Consultant shall undertake topographic survey of the Project, identify major issues concerning land and as built structures. The report shall be delivered as Infrastructure Development Report (the “IDR”) having the following components:

Report on Topography Survey, Geotechnical Survey, Building Condition Survey, Requirement of additional land, Utility Relocation Plans and Utility-wise preliminary plans together with approximate costs for shifting/relocation shall be provided.

4.5 Land Redevelopment Report

The Technical Consultant shall review the existing land use (such as buildings, structures, access roads, trees, green areas etc.) on the railway land surrounding the Station. The review shall include, but not be limited to the condition of assets, need for replacement and the permissible land use in the area. The Technical Consultant shall suggest improvements, relocation, rebuilding, additional civic amenities and the possibility of release of space for improvement in circulation network and commercial development. The report shall be delivered as the Land Redevelopment Report (the “LRR”).

Land Plan Schedules

- (a) Plan of the Project site showing the existing Railway land ownership based on Land Registry Records (along with all the existing assets within the boundary) and encroachments, if any, together with a list of such encroachments along with their brief description
- (b) Land Plan schedules for acquisition of additional land and/or additional land which can be taken up for joint development where required.

4.6 Geotechnical Investigations Report

In order to provide reasonable detail to the Bidder(s) for assessing the type and cost of foundation of buildings and structures, the Technical Consultant shall carry out geotechnical investigations and including the analysis of results and report on foundation

type and depths required for the construction. The report shall be delivered as the Geotechnical Investigations Report (the “GIR”).

4.7 **Traffic Planning Report**

The Technical Consultant shall review the existing road connectivity of the Railway Station with the city and recommend improvements in approaches, circulation, parking areas for better and smooth traffic flow to and from the Railway Station. While the primary focus of the assignment is to plan for wide dispersal of traffic within the Project Railway Station Area, the Technical Consultant shall also analyse the road and transport infrastructure within the 5Km influence area to assess its capacity for taking future load of enhanced traffic flow in the region as a result of station upgradation and planned commercial development. The report shall be delivered as the Traffic Planning Report (the “TPR”).

4.8 **Concept Plan**

4.8.1 The Technical Consultant shall prepare Concept Plan conceptualizing the vision of developing the Railway Station. The Technical Consultant shall prepare concept plans of typical buildings for each type of the developments shown in the master plan to include the following –

- Architectural concept plans showing roads/circulation, parking, landscaping, entry /exits, etc. surrounding the building in greater detail than that provided in the master plan;
- Typical elevation of the proposed buildings including showing the adjoining features;
- To prepare an isometric view of the proposed buildings/surroundings.

4.8.2 The Technical Consultant shall prepare at least three conceptual alternatives, which must be equally complete, feasible and viable in all respects, yet significantly different to provide Authority a range of options to choose from. These alternatives shall be presented at an intermediate stage before draft submission stage. The Technical Consultant will assess the approximate costs and benefits of different alternatives and present the alternatives to Authority bringing out the comparative merits and demerits of each, including real estate and financial feasibilities comparisons and further detailing will be done for the alternative selected by Authority. However, the Technical Consultant might be asked to further sufficiently detail the other alternatives including to provide elementary 3-D views for allowing Authority to make a selection. Technical Consultant might have to rework/modify the scheme based on interactions with the observations of Authority. Authority might selectively choose some concepts from each alternative and the Technical Consultant may have to develop a fourth alternative plan incorporating these concepts to the satisfaction of Authority. The Technical Consultant might be asked to sufficiently detail the alternatives to enable Authority to select one of them.

4.8.3 Further, detailing to create Master Plan will be done for the concept plan selected by Authority.

4.9 **Master Plan**

- 4.9.1 The Technical Consultant shall prepare a Master Plan (the “Master Plan”) giving the land use, architecture, urban design and associated parameters for the development of the Railway Station into a world class passenger terminal and transit oriented mixed use development in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination for designing a truly urban icon.
- 4.9.2 Stations shall be designed to demonstrate the impact of design changes to improve fluidity to disperse/handle passengers efficiently.
- 4.9.3 The Technical Consultant shall study the profile of passenger and non-passenger users of the Railway Station for various aspects including but not limited to their socioeconomic condition, paying capacity, their travel and behavioral patterns, time-spends at the Station etc. and bring out essential elements of services to be provided at the Station for achieving the Objective.
- 4.9.4 The Technical Consultant shall provide sufficient details of commercial space that can be built above the station and other service buildings, in the air space above railway tracks and on surrounding railway land so that the Authority is able to appreciate the non-operational revenue potential of the entire development with a fair degree of predictability. The Technical Consultant shall study and take into account the urban land use, development norms, Floor Area Ratio (FAR) and all other such requirements as laid down by the applicable laws and regulations.
- 4.9.5 The Technical Consultant shall study the traffic pattern of the area taking into account the future planned developments of Local Agencies, Government Authorities, the railways and other existing / proposed urban transport systems, and the impact the development of the Station and its surroundings is going to have on it. Based on such study the Technical Consultant shall prepare the plan for development of circulation network, pedestrian walkways, subways, traffic integration, parking etc.
- 4.9.6 The Technical Consultant shall provide for adequate and possible public spaces such as parks, fountains, and green landscaping in the plan so that the development Project makes value addition to the quality of life of station-users. The drawings for Commercial Development should adequately address the requirements of public amenities such as parking, circulating areas, rest areas, toilets, drinking water etc.
- 4.9.7 While preparing the Master Plan, the Technical Consultant shall integrate the recommendations contained in the previous reports like TPR, IDR and LRR.
- 4.9.8 The Technical Consultant shall include the following in the master plan of the station:
- Layout and quantification of necessary infrastructure like roads, storm water drain, rain water harvesting, sewerage, power supply, water supply, landscaping etc.;
 - Layout and area of plots for various types of Commercial Development like shopping/retail, offices, hotel, academic institutions, hospitals, entertainment, logistics, parking, parks, green area etc. and determine the quantum and character of development for each plot;
 - Feasibility of exploitation of full potential of FAR permissible;
 - Phasing of development including development periods; and
 - Commentary on the planning with respect to best practices and development control norms and approvals required from local statutory authorities.

- 4.9.9 Master Plan should be submitted in two parts. Part 1 should be the Master Plan for the Mandatory Works and Part 2 should be the Development Plans for the surrounding railway land. Part 1 should include but not limited to floor plans, ground plans, L-sections, cross sections, passenger and operational facilities, streetscape views and perspective views of the of the Proposed station complexes comprising station building, airspace, commercial developments, circulating sections etc. Part 2 shall include general arrangement drawings, land use, relocations/reconstructions, road network, etc. as well as all the connecting roads requiring modifications. The phases for implementation shall be clearly shown in the Master Plan.
- 4.9.10 The Technical Consultant shall prepare soft copies of material for marketing the Project as approved by Authority which shall include at-least 3-D views/plans/elevations to be printed by Authority on posters and a 3D walk-through of the Master Plan prepared with latest software. The walk-through shall be prepared after the script for the same is approved by Authority. The walk-through shall indicate the overview of the project philosophy of design, facilities in the Project from users' perspective and highlight special the planning/architectural aspects of the Master Plan. The walk-through shall have proper music, and voice over/sub-titles as per the script. The minimum duration of walk-through shall be 3 minutes.
- 4.9.11 The presentations on Master Plan shall be held at Authority offices of the Railway Station and in local body offices for obtaining necessary opinions/approvals.

4.10 Capital Expenditure (Capex) Report

- 4.10.1 The Technical Consultant shall prepare a phasing plan for implementation of the Master Plan in consultation with the Authority and other consultants hired by Authority. Phasing plan should also cover how various utilities will be provided in each phase. The Technical Consultant shall identify and prepare an exhaustive list of works to be included in the different phases in a manner that is feasible and which improves passenger services at the Station.
- 4.10.2 Preliminary CAPEX Report:
The Technical Consultant shall classify various elements of Trunk infrastructure and common public utility services proposed in the IDR and Master Plan into those that are necessary from the Station/user standpoint including common Trunk infrastructure for commercial development and infrastructure required to be developed for respective sites identified for Commercial Development. The Technical Consultant shall provide a preliminary CAPEX report giving costs for different components of Mandatory Works under different heads and provide separate cost estimates for different phases, and also indicate the cost of Commercial Development. The schedule of finishes for various components of project shall also be proposed in this report. During the planning process, the components of different phases may change and in that case, the preliminary CAPEX Report shall be modified accordingly.
- 4.10.3 Final CAPEX report
While preparing the final cost estimate for Mandatory Works based on final Master Plan, the Technical Consultant shall consider the final schedule of finishes, estimated quantities and rates for building floor areas, underground construction, foundation, roof structure, roof covering, steel structure, bridges/viaducts, roads, landscaping, electrical sub stations, SCADA, A.C. & Ventilation, lighting, passenger amenities, Building Management System and

building services including escalators, lifts, fire alarm, fire-fighting evacuation, earthing of installations, special finishes, Telecom and passenger information system, data networking, Security equipment/system, water supply, sewerage, power supply etc. under separate sub heads so that the reasonableness of the cost estimate can be ascertained. The Schedule of items & Quantities for all components of mandatory works as listed out above, have to be incorporated in the report, so that the same can be taken for preparing schedule as well as for preparing mandatory Capital Expenditure report. The above report including such cost estimates for the Mandatory works shall be delivered as the Mandatory Capital Expenditure (Capex) Report (the “MCR”). The MCR shall be prepared for all phases of Mandatory Works. The Capital Expenditure for commercial Development shall also be indicated on block cost basis.

Cost estimates shall include all the costs including cost of construction, relocation of structures, R&R cost, O&M cost of real estate, cost of augmenting infrastructure, cost of creation of infrastructure for Commercial Development, etc. for Mandatory Works and shall include:

- a) Cost Estimate for the Station Project including relocation cost.
- b) Cost of Real Estate Development.
- c) Cost of creation/ augmentation of Infrastructure for Station/Commercial Development.
- d) Cost of redevelopment of railway staff colony (if any)
- e) R&R cost.
- f) O&M cost
- g) Total Project Cost

4.11 Technical Feasibility Report

The technical feasibility report (the “Feasibility Report” or “FR”) shall include the revised and updated Master Plan after incorporating observations of Authority, an executive summary of relevant survey/study reports, site plans, drawings of traffic integration, plans at each floor level, sections and elevations, perspective plans, landscape design, street scape plan, land acquisition, structure relocation and R&R, costing, plans for Commercial Development, financial analysis, Environmental & Social impact Assessment, preliminary risk Analysis, sensitive structure study, phasing and construction planning and shall consist of but not be limited to the following:

4.11.1 Preliminary Drawings

After receiving the approval of the Authority on the Master Plan, the Technical Consultant shall prepare the preliminary drawings for key foundations, superstructure, underground structure, roof structure, water supply mains, electrical power supply and distribution, communication systems, Passenger Information Systems, sewerage mains, storm water drainage, landscaping etc. in sufficient detail so as to demonstrate the constructability and feasibility of the Master Plan. This shall include but not be limited to site plans, floor plans, ground plan, L-sections, cross sections, elevations, perspective views, street escape plan, conceptual plans for Commercial Development, traffic integration plans and landscape plans including brief design commentary.

Preliminary traffic drawings shall be prepared which shall inter-alia include: geometrical design, plans, intersection/junction design, grade separators and inter changes with ramps. L-sections, cross sections; preliminary design and drawing of structures and typical detailing, etc. Where relevant, drawings showing the existing features in the development area with the proposed improvements marked thereon shall be prepared. Preliminary drawings for access regulation and traffic circulation shall also be prepared. Designs shall inter-alia include

segregation of various types of road traffic in accordance with design of handling/parking facilities.

General Arrangement Drawings (GADs) required for obtaining approvals railways including from Commissioner of Railway Safety (CRS) shall be prepared. Normally the reference for GADs are taken by railways from the station building and track center line. This aspect shall be kept in mind while preparing the GADs, and the GADs shall highlight the issues related to Schedule of Dimensions applicable, and the safety of trains/ passengers during execution of work.

3D model views and Walk-through shall be updated, if required.

After the preliminary drawings are approved, and a physical model shall be prepared and submitted to the Authority. The size and scale of the physical model shall be adequate to illustrate the concepts and shall not be less than [40] sq. ft. in Plan Area If directed by the Authority, the model, can be submitted in two modules keeping the total plan area, one indicating the overall master plan and the other indicating the station portion. The sizes of the two modules shall be decided by the Authority before the models are prepared. Technical Consultant shall modify the physical model matching with modifications carried out during the process of approval, if required.

4.11.2 **Utility Drawings and Diversion Plan (GAD Format)**

The Technical Consultant shall make an independent report for utility mapping along with all relevant details and validate the same. This will include the set of drawings and also the basic details of trenching, photographs of trench locations depicting utilities, etc. These basic details shall be co-related to develop draft mapping of existing utilities which will be validated through local information and from the utility owning authority. Wherever considered necessary, verification shall be done by validation trenches. These maps then will be taken for the purpose of developing diversion plans whether temporary or permanent diversions.

The Technical Consultant shall prepare conceptual diversion plans as might be required for carrying out development of the Station as per the Master Plan and Technical Feasibility Report.

4.11.3 **Road Traffic Diversion Plan**

For the proposed construction in the station area and on the existing approach roads, a conceptual traffic diversion plan shall be prepared by the Technical Consultant showing the minimum lane width to be provided, clear of all obstruction at all times during various stages of construction and introduction of unidirectional traffic flows if required. The Technical Consultant shall recommend temporary road widening, pedestrian ways and crossing in the diversion plan. Traffic diversion schemes for surrounding roads for each phase of the project shall be prepared in consultation with the Traffic Police and concerned road owning department. It shall also include the flow of construction traffic. Integration with the Station for movement of passengers, parcels and services such as catering and linen shall also be planned for each phase of execution.

4.11.4 **Construction Methodology**

In order to achieve, the Objective the Technical Consultant shall suggest a construction methodology that is reasonably elaborate and economical laying down construction sequences, temporary structures, diversion plans and construction phasing.

4.11.5 **Construction Plan**

The construction plan shall include the methodology for execution, equipment required, site planning with respect to locations for storage, flow of construction traffic, handling of materials, fabrication yards, movement of materials, road traffic diversions, rail traffic diversions/blocks, passenger management, temporary arrangements, temporary parking, utility diversions and project scheduling. Requirements of land for setting up the construction site office, batching plants, other equipment, labour camp, material storage space etc. shall be planned for different phases. The land not clear due to presence of existing structures, or requiring action on R & R/land acquisition shall be kept in mind while preparing the Construction Plan. During all phases of the construction, safety and convenience of users and other affected persons has to be adequately taken care of. All affected entities shall be consulted and their concerns taken into account while detailing the construction planning so that an agreement is reached. The Technical Consultant shall consult and coordinate with various concerned officials of the Project Team, Traffic police, Municipal Govt., and various utility/services owning departments/ companies while preparing the construction planning, and the Authority shall assist the Technical Consultant in obtaining their approval when required.

4.11.6 **Passenger management plan**

It shall include planning for diverted flow of passengers, ticketing and waiting area, essential passenger facilities, amenities and convenience, cleanliness and hygiene, access to platforms, crowd management, parking and passenger safety. It shall also include planning for dealing with parcels, catering and linen movement during each phase of the construction.

4.11.7 **Environmental Impact Assessment and Social Impact Assessment**

The Technical Consultant shall carry out an Environmental Impact Assessment (the “EIA”) and Social Impact Assessment (the “SIA”) of the Project involving community interaction and public hearing with a view to recommending specific measures for implementation so as to be compatible with ISO 14001 standards and applicable laws.

4.11.8 **Risk Analysis & Risk Mitigation strategies**

The Technical Consultant shall provide all the risk factors involved including market risk, business risk, credit risk, operational risk, political risk, social risk, regulatory risk, legal risk etc. and also the analysis of risk factors, their likely impact on the project costs, schedule and the feasibility shall be brought out clearly.

- 4.11.9 The Technical Consultant shall obtain ***“In principle approval”*** from all concerned local authorities, other Government Departments, Traffic Police, Railways, etc. which are required as per law. The Technical Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Team Leader/ Architect who is duly authorized to sign the submissions shall sign and make necessary submissions in this regard. The Technical Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. The Technical Consultant shall interact with Railways through the Authority for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. The Technical Consultant shall make presentations regarding Bids as and when required for obtaining approvals, clearances etc. or as otherwise requested by the project team at the location specified by the Authority.

4.11.10 **Performance Standards**

The Technical Consultant shall also submit the performance standards for the passenger amenities/facilities during the operation of the facilities and submit along with the Feasibility report. The above performance standards shall be set with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

- 4.11.11 Other reports as may be prepared by the Technical Consultant in compliance of this TOR, but not forming part of the Reports specified in clauses above.

In particular, the Feasibility Report shall include but not be limited to the following:

(i) Drawings

- a) GAD and floor plans of the Station and surrounding land (Complete Master Plan, and Mandatory Works), suitable for executing the project further on Building Information Management (BIM) framework with 2-D drawings being generated through 3-D models, as prepared from the field survey done by the Technical Consultant (in soft as well as hard copy). Any aerial survey data provided by the Authority can be used after due verification at site and modifying the details if required, based on field survey done by the Technical Consultant.
- b) Typical details of important components such as foundation, cross sections of platforms, column of viaducts, cross sections of station buildings etc.
- c) Landscape plans of traffic circulating areas around the Station showing road circulation, parking, pedestrian walkways, access to subways/elevated passageways, access to Commercial Developments etc.
- d) Platform plans showing details of facilities on each platform.
- e) Cross-sections of yard including levels of different tracks and platforms.

(ii) Investigation reports

- a) Preliminary Soil investigation report.
- b) Topographical survey to the extent required
- c) Land due Diligence and Land Acquisition Report.
- d) Study of existing drawings, As-built survey, survey of structural formwork and condition assessment report, Study report of sensitive structures.
- e) Survey report of services and utilities
- f) Traffic survey and integrated traffic plans
- g) Study report of past studies and future development plans
- h) Passenger survey and demand assessment report including Train Passenger profile report with future projections
- i) Report on Development Control Norms
- j) Abstract findings of Environmental and Social impact study (if required)

- (iii)** The Technical Consultant shall also set the performance standards for the passenger amenities/facilities during the operation of the facilities and submit along with the Feasibility Report. The above performance standards shall be set with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall

observe sound management practices, and employ appropriate advance technology and safe effective equipment, machinery, material and methods.

4.12 Technical schedules: The Technical Consultant shall prepare Technical Schedules for Tender documents for selection of contractor for Mandatory Works

4.12.1 The Technical Consultant shall prepare, revise and update all Technical Schedules and Drawings as per the requirements of the tender document in order to convey the information required to the Bidder(s). These schedules shall define Authority's minimum technical requirements, architectural parameters and controls, which shall be mandatory for the Contractor. These schedules shall consist of drawings and designs, construction and functional outline criteria and will generally define the site of project including the existing assets and facilities, scope of relocation and development, floor plans showing usage of space, development control norms for the proposed development including approvals already obtained and approvals in process, for Mandatory Works, in line with the phasing already decided. The mode of tendering for Mandatory Works shall be on EPC basis.

4.12.2 Detailed Specifications and Schedule of Finishes

The Technical Consultant is required to review and update detailed schedules of finishes, specifications, colors, makes and models of all items required for constructing Mandatory Works as per CPWD and other acceptable Schedule of specifications. The Technical Consultant shall also provide specifications, details, etc. for new / non-scheduled items. While the existing Authority specifications and schedule of finishes shall be adapted to the extent possible, project specific variations, especially in respect of finishes and exteriors would have to be specified.

5. Specific Requirements for the Project

For preparing Schedules of the EPC Agreement and other specific requirements, the Technical Consultant shall:

- a) Provide utility wise preliminary plans for shifting of existing utilities and construction of new utilities along or across the Station Project.
- b) Provide a list indicating locations of encroachments on the Project Station along with a brief description thereof.
- c) Specifically bring out the requirements of any special structures like special super structure on the Project Station
- d) Indicate proposed location of parking spaces.
- e) Provide an estimate of the number of trees to be planted as compensatory afforestation.

6. Time and Payment Schedule

- 6.1 The total duration of this consultancy assignment shall be **the time period as mentioned in** the KIT at S.No 3 of Clause 1.1.2 excluding any delay in granting approvals including by Authority to the draft reports. Technical Consultant shall deploy all his Key Personnel at the Project office in as per Manning Schedule proposed. Most of the Personnel should be deployed at Project Office and only those Expatriate Personnel and Key Personnel whose full time availability is not required may work from offices away from Project Office as per the Manning Schedule. However, intermittent services will be required beyond the envisaged completion period mentioned above till 2 months after the signing of the EPC Agreement.

- 6.2 Time schedule for submission of important deliverables, shall be determined by the maximum permissible number of days from the Effective Date of the Agreement (the “Key Days”).

The Key Days and payment schedule linked to the specified deliverables are given below:

Key Deliverable No.	Description of deliverables	Days from the Effective Date (In Days)	Payment (% of Agreement Value, After approval of Authority)
KD1	Inception Report, Feasibility report, situation analysis report, Method Statement for preparation of DPR and land due diligence report.	30	15%
KD2	Preliminary Report (PR), Infrastructure Development Report (IDR), Land Redevelopment Report (LRR), and Geotechnical Investigations Report (GIR)	50	10%
KD3	Draft Concept Plan & DPR, Conceptual Architectural Plans with 3D views, and walk through presentation, Traffic Planning Report (TPR), Preliminary CAPEX Report and list of approval required	75	15%
KD4	Final Master Plan, Final DPR, Technical feasibility, Final cost estimates	120	20%
KD5	Approval on submitted DPR, Master Plan, from Authority (In principal approvals) except EIA / and SIA clearances.	150	10%
KD6	Submission of EPC tender documents including Technical Schedules and Specifications, draft contract agreement for the Authority committee, making presentations, make suitable modifications if required and assist in obtaining its approval	160	10%
KD7	Finalization of EPC tender Documents. • Issue of EPC Tender documents including Agreement • Pre-Bid Conference & response to technical queries	180	10%
KD8	Selection of EPC contractor & execution of EPC Agreement	-	10%
TOTAL			100%
KDe ₁	Extra for Obtaining • Environmental Clearances (if required) and • SIA Clearances (if required) • Environment Management Plan (if required)	180	5% 3% 2%
KDe ₂	Providing intermittent support to the Authority up to 1 year post issue of LoA to the EPC contractor (payment to be made on ‘per person per visit’ basis)	-	(0.1%) per person per visit

7. Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Technical Consultant to Authority in soft form apart from the Deliverables indicated in above. The study outputs shall remain the property of Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Technical Consultant by Authority, Authority shall issue a certificate to that effect.

SCHEDULE – 2: FORM OF CONSULTANCY AGREEMENT

FORM OF CONSULTANCY AGREEMENT

DATED

BETWEEN

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

AND

M/s _____

FOR

**CONSULTANCY SERVICES FOR FEASIBILITY STUDY, DETAILED MASTER
PLANNING, URBAN DESIGNING, ENGINEERING & PREPARATION OF DETAILED
PROJECT REPORT (DPR) FOR INTEGRATED RE-DEVELOPMENT OF*[name
of station]* RAILWAY STATION OF*[name of Railway division]***

CONSULTANCY AGREEMENT

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

WHEREAS

- (1) The Authority under Ministry of Railways, Government of India has been given the responsibility to develop/redevelop railway stations.
- (2) The Authority is desirous for engagement of consultant for **Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-Development of**[*name of station*] **Railway Station of**[*name of railway division*]
- (3) The Authority has issued Request for Proposal for the Consultancy Services 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 Technical Consultant is a firm having particular skill and expertise in the field which the Authority wishes to use and hence Authority has selected the Technical Consultant 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 Consultancy Services**” or “the Services”).
- (5) The Bidder shall provide the Consultancy Services for the Railway Station 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 **Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-Development of**[*name of station*] **of**[*name of railway division*] 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 Technical Consultant about the Project or the Authority’s affairs or finances or which comes into the possession of the Technical Consultant during the course, or as a consequence, of its providing the Services to the Authority.

“Technical Consultant’s personnel” shall include the Technical Consultant’s employees; any person engaged to provide services by the Technical Consultant and any other person acting on behalf of the Technical Consultant.

"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.

“Party” means the Authority or the Technical Consultant referred to individually; “Parties” means Authority and the Technical Consultant 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. CONSULTANCY SERVICES

- 2.1 The Authority hereby engages the Technical Consultant to provide Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Re-development of[*name of station*]..... of[*name of railway division*] on the terms and conditions set out in this Agreement.
- 2.2 The Services shall commence on the date of issue of Letter of Award (hereinafter referred to as ‘LOA’) and shall be completed as per the detailed time-frame indicated in the Terms of Reference (TOR) of the ‘RFP’.

3. TECHNICAL CONSULTANT’S SERVICES

- 3.1 The Technical Consultant shall provide the Services with due diligence, to the best of his ability and making full use of his 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 Technical Consultant shall devote such time and effort as may be required to ensure proper performance of this Agreement duly within the time frame specified.
- 3.3 Time is the essence of the contract. Internal target dates as specified in Clause 6 of TOR of the RFP, should be strictly adhered to by the Technical Consultant, failing which Authority will have the right to take action against the Technical Consultant in accordance with the contract which includes, and is not restricted to, imposition of liquidated damages vide Clause 4 of this Agreement and termination as per Clause 6 of the Agreement.
- 3.4 In providing the Services the Technical Consultant shall comply with all the prevailing laws and legislation in force, both local and Central.

- 3.5 The Technical Consultant shall, apart from providing services as mentioned in TOR of the RFP,
- Hold meetings with the Authority as often as the Authority reasonably requires during the period of this Agreement,
 - Liaison with the Authority as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
 - At all times act in good faith; and
 - Report to the Authority in writing of its progress fortnightly.
- 3.6 The Technical Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Technical Consultant and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Technical Consultant and verify the records relating to the Services for his satisfaction.
- 3.7 Accounting, inspection and auditing: The Technical Consultant shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Technical Consultant's costs and charges); and (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.
- 3.8 Consultant's actions requiring the Authority's prior approval: The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:
- a) appointing such members of the Professional Personnel as are not listed in the Technical Bid form 6
 - b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
 - c) any other action that is specified in this Agreement.
- 3.9 Accuracy of Documents
- The Technical Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 8.1, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Technical Consultant or arises out of its failure to conform to good industry practice. The Technical Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.
- 3.10 Technical Consultant's personnel And Sub-Consultants:
- a) General: The Technical Consultant 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 Technical Consultant's Personnel are described in this Agreement.
- c) Approval of Personnel: The Professional Personnel listed in the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the format provided in the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Technical Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Authority.

3.11 Substitution of Key Personnel:

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Technical Consultant and the concerned Key Personnel. Such as health, incapacity or resignation. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 5% of the Contract value. In case of a second substitution, such reduction shall be equal to 5% of the Contract Value.

- 3.12 Working hours, overtime, leave, etc. The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Technical Consultant'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 Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services. The person designated as the Team Leader of the Technical Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services. The Consultant may, with prior written approval of the Authority, engage Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause.

4. Delays in providing the Services by the Technical Consultant and Extension of Time

- 4.1 The Technical Consultant has submitted a Performance Security to Authority for a sum equivalent to [3% (three percent) / 5% (five percent)]² of the Cost of the Consultancy 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 twelve months (12 months) from the date of issue of LOA initially. 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

² Please retain as per govt. guidelines

above the Scheduled period of completion of work. The Performance Securities 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 Technical Consultant in the commencement or delay in performance of its contractual obligations shall render the Technical Consultant liable to any or all of the following:
- a) Imposition of Liquidated damages (L.D.) @ 0.5% of the contract value per week, subject to maximum of 10% of the contract value. This may also include Forfeiture of Performance Security.
 - b) Non-submission of final report by due date (unless the same is due to Authority's administrative delays) may also attract levy of L.D. However, the same can be paid back to the Technical Consultant for making good the default in subsequent target dates by non-slippage of the targets for subsequent/final activity.
 - 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 Technical Consultant, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the Technical Consultant 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 Technical Consultant's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Technical Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.5 Rates for extra work: Any extra work carried out by the Technical Consultant on the instructions of Authority which is not included in the scope of consultancy shall be executed as per man days rates agreed upon between Authority and the Technical Consultant before execution of such items. The rates payable for such items shall be decided by Authority and the Technical Consultant in as short a period as possible after the need for the extra item has come to notice.

5. Force Majeure

- 5.1 The Technical Consultant 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 Technical Consultant 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 Contract by giving a written notice of minimum 7 days to the Technical Consultant, if as a result of Force Majeure the Technical Consultant 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 Technical Consultant 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 Technical Consultant or any of the Technical Consultant'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 Technical Consultant 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, Technical Consultant 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 Technical Consultant. The Technical Consultant 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.

7. AMENDMENT/WAIVER

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

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

8. LIABILITY OF BIDDER TO THE CLIENT AND INSURANCE

8.1 The Technical Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The Technical Consultant shall, subject to the limitation specified in this Clause 8.1, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence or willful misconduct on the part of the Technical Consultant or on the part of any person or firm acting on behalf of the Technical Consultant in carrying out the Services, the Technical Consultant, with respect to damage caused by the Technical Consultant to the Client's property, shall not be liable to the Client: 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 Technical Consultant hereunder, or (B) the proceeds the Technical Consultant may be entitled to receive from any insurance maintained by the Technical Consultant 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 Technical Consultant's liability, if any, for damage to Third Parties caused by the Technical Consultant or any person or firm acting on behalf of the Technical Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the agreement/contract value.

8.2 Insurance to be taken out by the Technical Consultant

- a) The Technical Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any sub-consultant, at its (or the sub-consultant's, as the case may be) 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 AE 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 Technical Consultant 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 Technical Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Technical Consultant, and the Technical Consultant 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 Technical Consultant and the Technical Consultant 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 liability insurance with a minimum coverage of Rs. 50 Lakhs for the period of this Agreement

- c) 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 Technical Consultant 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.
- d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Technical Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

9. CONFIDENTIAL INFORMATION

- 9.1 The Technical Consultant agrees to treat all confidential information of Authority as secret and confidential at all times.
- 9.2 The Technical Consultant 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 Technical Consultant shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The Technical Consultant 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 Technical Consultant 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 Technical Consultant shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.
- 9.4 In the event any confidential information is disclosed by the Technical Consultant or any of its personnel, Authority will have the right to take action against the Technical Consultant under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the Technical Consultant and its personnel.
- 9.5 On termination of this Agreement (however such termination may arise) the Technical Consultant shall deliver to the Authority all working papers, computer disks and tapes or other material and copies provided to the Technical Consultant 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 2020 (GCC July 2020) issued by Engineering Department, 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 Technical Consultant to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Authority. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Technical consultant's "Notice of Dispute", notify the name of conciliator(s) to the Technical Consultant. 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, Technical Consultant 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 Technical Consultant to the GM and the GM shall, within 120 days after receipt of the Technical Consultant's representation, make and notify decisions on all matters referred to by the Technical Consultant in writing provided that matters for which provision has been made as referred below
- i. Further, in case Authority is of the view that Technical Consultant's sub-consultant performance is not satisfactory, he may instruct the Technical Consultant to remove the sub-consultant from the work and the Technical Consultant has to comply with the above instructions with due promptness. Technical Consultant shall intimate the actual date of discontinuation of sub-consultant to the Authority. No claim of Technical Consultant whatsoever on this account shall be entertained by the Railway 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 Technical Consultant or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Technical Consultant to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Technical Consultant's bills/Security Deposit or any other dues of the Technical Consultant with the Government of India.
 - iii. The Technical Consultant 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 Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the

commission of any such offence or compensation payable to the Railway 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 contract under this Clause, the Technical Consultant will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

- iv. **Meaning and Intent of Specification and Drawings:** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Authority thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Technical Consultant) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- v. **Rates for Extra Items of Works:** Any item of work carried out by the Technical Consultant on the instructions of the Authority which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Authority and the Technical Consultant before the execution of such items of work and the Technical Consultant shall be bound to notify the Authority at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Authority and Technical Consultant, in as short a period as possible after the need for the special item has come to the notice. In case the Technical Consultant fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Authority shall be entitled to execute the extra works by other means and the Technical Consultant shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:
 - (i) Analysis of Unified Schedule of Rates of Indian Railways
 - (ii) Analysis of Delhi Schedule of Rates issued by CPWD
 - (iii) Market Analysis

Provided that if the Technical Consultant 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 Technical Consultant 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 Technical Consultant is not satisfied with the decision of the Authority representative in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Authority representative, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Technical Consultant and the Railway.

- vi. **Signing of "No Claim" Certificate:** The Technical Consultant shall not be entitled to make any claim whatsoever against the Railway 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 Technical Consultant, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Technical Consultant shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- vii. It shall be open to the Technical Consultant 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 Technical Consultant or in his absence after due notice has been given to him in consequence of objection made by the Technical Consultant shall be final and binding on the Technical Consultant and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

- viii. Provisions of Payments of Wages Act: The Technical Consultant shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty contractors or sub-contractors/sub-consultants in the works. If in compliance with the terms of the contract, the Technical Consultant directly or through petty contractors or sub-contractors/sub-consultants shall supply any labour 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 labour shall nevertheless be deemed to comprise persons employed by the Technical Consultant 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 Technical Consultant and the Authority Engineer may on failure of the Technical Consultant to repay such money to the Railways deduct the same from any moneys due to the Technical Consultant in terms of the contract. The Railway shall be entitled to recover the same from Technical Consultant's bills/Security Deposit or any other dues of Technical Consultant with the Government of India all moneys paid or payable by the Railway 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 Technical Consultant.

- ix. In every case in which, by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Technical Consultant or his sub-contractor/sub-consultant in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Technical Consultant's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Technical Consultant, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway 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 Technical Consultant's bills/Security Deposit or any other dues of Technical Consultant 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 Technical Consultant and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Technical Consultant as stated above shall be final and binding on the Technical Consultant.

- x. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty contractor or sub-contractor/sub-consultant employed by the Technical Consultant in executing the work, Railway will recover from the Technical Consultant the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Technical Consultant's bills/Security Deposit or any other dues of the Technical Consultant with the Government of India. Railway 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 Technical Consultant and upon his

- giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
- xi. Provision of Mines Act: The Technical Consultant 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 petty contractors or sub-contractors/sub-consultants employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise
 - xii. Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway'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 Technical Consultant will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
 - xiii. Payment on Determination of Contract: Should the contract be determined under sub clause above, and the Technical Consultant claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Authority. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
 - xiv. Determination of Contract owing to Default of Technical Consultant.

Clauses 10.4 (i) to 10.4. (xiv) of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Technical Consultant; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

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 2020 (GCC July 2020) issued by Engineering Department, 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 Railway of any certificate to which the Technical Consultant may claim to be entitled to, or if the Railway 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 Railways as per clause 10.4, the Technical Consultant, 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 Railway, 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)
 - a. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
 - b. The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - c. The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
 - d. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (v) If the Technical Consultant does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway 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 Railway 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.

10.5.1 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 Railway 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 cases 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 Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Technical 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 Technical 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 Technical Consultant'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.
- 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 Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant 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 Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Technical 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 Technical 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 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Technical Consultant'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.
 - a. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

The proceedings shall normally be conducted on the basis of documents and written statements.

- b. 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.

a. Qualification of Arbitrator (s):

1. Serving Gazetted Railway Officers of not below JA Grade level.
2. Retired Railway Officers not below SA Grade level, one year after his date of retirement.
3. Age of arbitrator at the time of appointment shall be below 70 years.

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

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

iv.

a. 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 therefrom.

b. 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

c. 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.

10.5.2 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.

10.5.3 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.

10.5.4 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.

- 10.5.5 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

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

12. SET OFF

- 12.1 Whenever under this contract any sum of money shall be either overpaid to the Technical Consultant by Authority and therefore recoverable, or is otherwise payable by the Technical Consultant 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 Technical Consultant 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 registered post or courier or facsimile transmission and any notice: -

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

- 13.2 If a notice is served by:

13.2.1 Registered post or courier, it shall be deemed served on the second working day after posting;

13.2.2 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 14.

14. GOVERNING LAW

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

15. ASSIGNMENT

- 15.1 This Agreement is personal to the Technical Consultant 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

- 16.1 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

- 17.1 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. TECHNICAL CONSULTANT'S WORK ON THE CONSULTANCY TO BE THE PROPERTY OF AUTHORITY:

- 18.1 All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of Authority and shall be used by Authority as deemed fit. Soft copies of deliverables shall also be furnished as required by Authority.
- 18.2 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Technical Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Technical Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 18.3 The Technical Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Technical Consultant may retain a copy of such Consultancy Documents. The Technical Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 18.4 The Technical Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

19. WAIVER

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

AS WITNESS the signatures on behalf of the parties hereto

Signed on behalf of the Authority

Authorized signatory

On this----- day of ----- 20--

Signed by the Technical Consultant ()

On this----- day of ----- 20--

In the presence of:

1. Witness name Address Occupation
 Witness Signature

2. Witness name Address Occupation
 Witness signature

ANNEXURES FOR AGREEMENT

Annexure-1	Terms of Reference
Annexure-2	Financial Bid
Annexure-3	Performance Security
Annexure-4	Instruction to Bidder(s)
	Bid and Bid Forms
	Letter of Award

Annexure -1

Terms of Reference

Reproduce Schedule-1 of RFP

Annexure-2

Financial Bid (Cost of Services)
(Refer Clause 2.7.1)

Reproduce as per Financial Bid Form-1 and Form-2 of Appendix-II

Annexure-3

Payment Schedule
(Refer Clause 6.2)

Annexure-4

Bank Guarantee for Performance Security:**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

_____,
[name and address of Authority],

Date of Issue:

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 Technical Consultant which expression shall 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 Technical Consultant, resulting in a contract valued at Rs. ____ (Rupees _____) excluding GST for consultancy services pertaining Consultancy services for feasibility study, detailed master planning, urban designing, engineering & preparation of Detailed Project Report (DPR) for integrated re-development of Railway Station at _____ (hereinafter called the contract), and the Technical Consultant having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the Client in the said contract for performance of the above contract amounting to Rs. ____ (Rupees _____)

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Technical Consultant. 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 Technical Consultant 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 Technical Consultant any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters foresaid or any of them or by reason of any other Act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Technical Consultant and notwithstanding any security of other guarantee that the client may have in relation to the Technical Consultant'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 Technical Consultant, and such a demand shall be a conclusive evidence of the Banks liability to pay the Client.

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

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

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

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

Notwithstanding anything contained herein.

- A) Our liability under this Bank Guarantee is limited to Rs.____ (Rupees____) and it shall remain in force up to and including date ____and may be extended from time to time for such period as may be desired by M/s._____, on whose behalf this Guarantee has been given.
- B) This Bank Guarantee shall be valid upto_____.
- C) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a Written Claim or demand on or before_____.

Place:. Date:

For Bank

_____.

APPENDICES

APPENDIX-I

Technical Bid Form-1

Letter Comprising the Bid (On Bidder's / Lead Member letter head)

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

To,

_____,
[name and address of Authority],

Sub: RFP For Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-development of ----- name of subject railway station -----of ----- name of railway division.

Ref.: RFP No.

Dear Sir,

1. With reference to your RFP Document dated _____ I/We, having examined all relevant documents and understood their contents, hereby submit our proposal for selection of Technical Consultant for Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-development of ----- *name of subject railway station* -----of ----- *name of railway division*. 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 Technical Consultant 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/any of the consortium members 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 Documents, 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
 - (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 a Bidder.
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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of 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 proposal 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 Consultancy for the Project is not awarded to me/us or our proposal 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.
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 Consultancy.
19. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfills all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).³
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal 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/Lead Member)

Encl: 1. Bid Security
2. Other Bid Forms

³ To be retained as applicable

APPENDIX-I**Technical Bid Form-2****DETAIL OF TECHNICAL CONSULTANT'S/BIDDER(S)'S ORGANIZATION****Format for Details of Bidder**

a.	Name of Firm with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GST Registration Number (attach scanned copy)	:	
j.	Permanent Account Number (attach scanned copy)	:	
k.	Are you presently debarred / Blacklisted/ termination of contract except for reasons of convenience of Client by any Government Department /Public Sector Undertaking/Any Employer? (Note: If the answer is 'Yes', then the Bidder is not eligible for this consultancy assignment)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	
M	Details of experience of assignments which are similar to the proposed assignment/ job as per TOR indicating names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Technical Consultant's involvement. Information should be provided as detailed in Clause 2.6.1 (c) (i). Attach extra sheet if required.	:	

APPENDIX-I

Technical Bid Form-3

Affidavit

(To be submitted in as per Clause 3.4 (d) and as well as uploading 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 undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the Bid Security besides banning of business for a period upto 5 (five) years . Further, I/We (insert name of the Bidder)** _____ and all my/our constituents understand that my/our Bid shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/ and Performance Security besides any other action provided in the contract including banning of business for a period upto 5 (five) years on entire Indian Railways.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

VERIFICATION

I/We above named Bidder do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

Place :

Dated

****The contents in Italic are only for guidance purpose. Details as appropriate, are to be filled in suitably by the Bidder. Attestation before Magistrate/Notary Public.**

APPENDIX-I

Technical BidForm-4

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

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

Know all men by these presents, We,[name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son /daughter/ wife of[name], and presently residing at [address], who is presently employed with/retained by us and holding the position of [designation] as our true and lawful attorney (herein after referred to as the “Authorized Representative”), with power to sub-delegate to any person, 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 Technical Consultant/Bidder for the assignment titled ‘Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-development of ***** Railway Station’, to be assigned by Authority including but not limited to signing and submission of all applications/bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the 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 until the entering into of the Contract with the 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 Authorized 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS *date in words + DAY OF *month + *year in ‘yyyy’ format+.

For [name and registered address of organization]

[Signature

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness] Accepted

[Signature]

[Name]

[Designation]

[Address]

Signature of Bidder

Signature of Authority

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. 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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. 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 Bidder(s) from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostolic certificate.

Signature of Bidder

Signature of Authority

APPENDIX-I**Technical Bid Form-5****Eligibility of the Bidder(s)**

(Ref Clause 3.1.5 of Evaluation Criteria for QCBS and Clause 2.6.1 (c) (i))

Name of the Bidder:

S.No	Name and Scope of nature of Eligible Assignment	Client	State	Total area of the project (hectares)	Date of start and completion of assignment	Project Cost of the Eligible Assignment	Fee in case of ongoing Eligible Assignment Rs. In Lakhs
1							
2							
3							
4							
5							

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder/Lead Member)

APPENDIX-I**Technical Bid Form-6**

S.No.	Name of Staff	Position	Educational Qualification	Length of Professional Experience (in years)	Present Employment	
	Key personnel				Name of Firm	Employed since
1						
2						
3						
4						
	Support Staff					
1						
2						
3						
	Total					

Note:

- Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated

APPENDIX-I

Technical BidForm-7

CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF ALONGWITH CONSENT LETTER:

1. Proposed Position:
[For each position of key professional separate Technical Bid Form-7 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:

Main project features:

Positions held:

Activities performed:
Cost of Project:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of Professional]

Place:

[Full name]

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

APPENDIX-I

Technical BidForm-8

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

Technical Approach and Methodology, Work Plan, and Organization and Staffing, Tentative Design/Concept Plan (based on Historical & Cultural Heritage and modernity)

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/ job, approach to the Assignment/ job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The Technical Consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule submitted by the Bidder.

c) Organization and Staffing. The Technical Consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key-personnel responsible and proposed technical and support staff.

d) Presentation: The Technical Consultant would be required to make a presentation on the approach & methodology, work plan, Tentative Design/Concept Plan (based on Historical & Cultural Heritage and modernity) and proposed team for performing the assignment as and when intimated by the Employer during the Evaluation Process.

APPENDIX-I

Technical Bid Form-9⁴

Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020

⁴ To be retained if applicable

Appendix II
Financial Bid Form-1

INDICATIVE FORMAT OF FINANCIAL Bid⁵

We, the undersigned, offer to provide the consultancy services in accordance with your Terms of Reference of the RFP. We also accept, without any deviation, the terms and conditions of the above tender. Our Lump-sum fee (exclusive of GST but inclusive of all other taxes and levies) for the services provided in TOR would be as under:

Assignment	Consultancy Services for Feasibility Study, Detailed Master Planning, Urban Designing, Engineering & Preparation of Detailed Project Report (DPR) for Integrated Re-development of ----- name of subject railway station/s ----- of ----- name of railway division ----- Railway.
Total Estimated Cost (INR Lakh)	
Rate to be quoted in Percentage	At Par/ Above/ Below with respect to Total Estimated Cost
In Figures	
In words	

Note :

- (1) Rates to be quoted in Percentage **At Par/ Above/ Below with respect to Total Estimated Cost**. Rates quoted in any other format will not be entertained
- (2) In case of any discrepancy between words and figures, the former will prevail.
- (3) We understand clearly that Authority is not bound to accept any Bid received by Authority. We also understand that incomplete or conditional offers would be summarily rejected.

Yours faithfully,

Dated:

Authorized Signatory

Name
Seal of the Company

⁵ Financial Bid to be submit online only at the E-Procurement Portal

APPENDIX-II**Financial Bid Form-2****LUMP SUM ESTIMATE OF REMUNERATION⁶
(PROFESSIONAL STAFF AND SUPPORT STAFF)****(For details, please refer to Note below)****(Refer Clause 3.1.4 of Evaluation Criteria for QCBS)**

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount and, if needed, to establish payments to the Technical Consultant for possible additional services requested by the Authority.

S.No.	Name of Staff	Position	Rates Per Person Per Month (A) in Rupees
	Key Personnel's * ¹		
1			
2			
3			
4			
	Support Staff * ²		
1			
2			
3			
	Total		

*1 Key Personnel are to be indicated by name

*2 Support Staff is to be indicated per category (e.g.: Draftsman, Assistant etc.)

Note:

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated
- 3 Indicate separately staff-month rate for each activity separately.

⁶ To be submitted online only at the E-Procurement Portal

Annexure A: List of Empaneled Firms for this RFP

Annexure B: Indicative Layout Plan of the Railway Station