

RAILVIKAS NIGAM LIMITED
(A Government of India Undertaking)

Ref:RVNL/DesignCell/2 DATED:21/10/2022

REQUEST FOR PROPOSAL

FOR

**“Empanelment of Consultants for Pre-Bid and Post-Bid
Consultancy services for Business Development in RVNL”**

Oct2022

RAILVIKAS NIGAM LIMITED

1ST Floor, August Kranti Bhawan, Bhikaji Cama Place, Africa Avenue, New Delhi - 110066

Tel. +91-11-26738501, 26738517, 26738549; Mobile No. 9560695522, 9560697779

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RAILVIKASNIGAM LIMITED
(A Government of India Enterprise)

SECTION 1

REQUEST FOR PROPOSALS
(Through-tendering mode)

Ref:RVNL/DesignCell/2 DATED: 21/10/ 2022

1. **RAIL VIKAS NIGAM LIMITED (RVNL)**, having its Corporate office at 1st Floor August Kranti Bhavan, Bhikaji Cama Place, New Delhi – 110066, India is a Public Sector Enterprise set up as a wholly owned Government Company under the provisions of Section 617 of Companies Act., invites proposals under single stage Two packet system, from experienced and reputed Consultants, that are registered in India, to provide **Consultancy Services** for **“Empanelment of Consultants for Pre-Bid and Post-Bid Consultancy services for Business Development in RVNL”**.

Nature of tender : Domestic Competitive Bidding
Period of Completion : 36 months

2. **Scope of Consultancy Services:** The scope of the Pre-Bid and Post-Bid Services Consultancy services for Business Development in RVNL is detailed in Section 4 (Terms of Reference) of the RFP Document.
3. **RFP Document:** RFP document can be downloaded free of cost from <https://rvnl.uniwizarde.com> w.e.f. **11.00 Hrs. of 22/10/2022** and the bid can be submitted on the downloaded document.

It will be the responsibility of the Consultant who is submitting the proposal on downloaded RFP document to check and see any addendum/corrigendum issued in this regard from the website from time to time and ensure submission of proposal along with all addendum/corrigendum.

4. **Proposal Security:** For submission of Proposal Security of ₹ 50 Lakhs, Bidders has to select the payment option as “Online mode or Bank Guarantee” to pay the proposal security as applicable and enter details of the instrument. In case of Bank Guarantee, scanned copy of BG should be

uploaded along with the proposal. The Original Bank Guarantee should be delivered in person to the official nominated as indicated in the Bid Data Sheet within 5 working days of deadline of submission of bids. Non-submission of scanned copy of Bank Guarantee with the proposal on e-tendering portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of the proposal. The details of the BG physically submitted should match with the details available in the scanned copy and the data entered during the proposal submission time, failing which the proposal will be rejected.

In case of **MSEs**, they should upload the scanned copies of their registration in place of scanned copy of Bank Guarantee. In case the consultant opts to submit proposal security declaration, as per format given in Section-3, they should upload the scanned copies of their declaration in place of scanned copy of Bank Guarantee.

5. The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP(BE-II) dated 16.09.2020, as amended from time-to-time up to 28 days prior to deadline for submission of bids, shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be as per ITC para 16. The margin of purchase preference to Micro and Small Enterprises (MSEs) and Public Procurement (Preference to Make in India) is not applicable.

Special Provisions for Micro and Small Enterprises (MSEs): MSEs registered with District Industries Centres/ Khadi and Village Industries, Commission/ Khadi and Village Industries, Board/ Coir, Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'Udyog-Aadhaar' – The Online Portal of MSME/ Any other body specified by Ministry of MSME are exempted from the payment of RFP document fee and proposal security for this tender.

6. REGISTRATION

- a. Consultants are required to enroll on the e-Procurement Portal (<https://rvnl.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-bid Portal by paying the Registration fee (inclusive of 18% GST) of ₹2360/- per year charge.
- b. As part of the enrolment process, the consultants will be required to choose a unique username and assign a password for their accounts.

- c. Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- d. Upon enrolment, the consultants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS/nCode/eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a consultant. Please note that the consultants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Consultants then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.
- g. The scanned copies of all original documents should be uploaded on portal.
- h. For any Query contact to our helpdesk Number 011-49606060, Email: helpdeskeuniwizarde@gmail.com, Mr. Anand Kumar- +919355030602, Mr. Amrendra- +919355030628, 8448288980.

7. SEARCHING FOR PROPOSAL DOCUMENTS

- a. There are various search options built in the e-bid Portal, to facilitate consultants to search active proposals by several parameters. These parameters could include Proposal ID, Item/workid, Title, Date, etc.
- b. Once the consultants have selected the proposals they are interested in, the consultant can pay non-refundable processing fee of ₹ 7500 + 18% GST by net-banking / Debit / Credit card and then download the required documents / Proposal documents etc. Once processing fee is paid, it will be moved to the respective "requested" Tab. This would enable the e-bid Portal to intimate the consultants through e-mail in case there is any addendum and corrigendum issued to the proposal document.

8. PRECAUTIONS FOR SUBMITTING/PREPARATION OF PROPOSALS THROUGH THE TENDERING PORTAL

- a. Consultant, in advance, should get ready the proposal documents to be submitted as indicated in the proposal document / schedule and generally, they can be in PDF / JPEG formats. Original proposal documents may be

scanned with 100 dpi with Coloured option which helps in reducing size of the scanned document.

- b. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the consultants. Consultants can use "My Documents" available to them to upload such documents.
- c. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for proposal submission process.
- d. Consultants should log into the website well in advance for the submission of the proposal so that it gets uploaded well in time i.e. on or before the proposal submission time. Consultant will be responsible for any delay due to other issues.
- e. The consultant has to digitally sign and upload the required proposal documents one by one as indicated in the bidding document.
- f. The server time (which is displayed on the consultant's dashboard) will be considered as the standard time for referencing the deadlines for submission of the proposals by the consultants, opening of proposals etc. The consultants should follow this time during proposal submission.
- g. All the documents being submitted by the consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded proposal documents become readable only after the proposal opening by the authorized proposal openers.
- h. Upon the successful and timely submission of bid click "Complete" (i.e. after clicking "Submit" in the portal), the portal will give a successful proposal submission acknowledgement & a proposal summary will be

displayed with the unique id and date & time of submission of the proposal with all other relevant details.

- i. The proposal summary has to be printed and kept as an acknowledgement of proposal submission.

9. Receipt of Proposals: The completed Proposals must be submitted through e-Tendering Portal <https://rvnl.euniwizarde.com> before **11:00 Hrs on 23/11/2022** and the Proposals will be opened online on the same day at **11:30 hours**. RVNL reserves the right to accept / reject any or all proposals without assigning any reason thereof.

10. A Consultant will be selected under Quality and Cost Based Selection (QCBS) method by giving weightage to and adding the Technical & Financial evaluation scores. Detailed method and procedures including weightage for Technical and Financial score are described in 'Section 2- Instruction to Consultants (ITC) including Data Sheet and Hurdle Criteria of the RFP.

11. Address For Communication:

For any Query regarding e-tendering portal/Bid submission please Contact helpdesk.

**Number 011-49606060,
Email: helpdeskeuniwizarde@gmail.com,
Mr. Anand Kumar - +91 9355030602,
Mr. Amrendra - +91 9355030628, 8448288980**

12. Pre-Bid Meeting: - A pre-bid meeting will be held on **02/11/2022 at 11:30 Hrs** in the Corporate Office of Rail Vikas Nigam Limited, at 1st floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi- 110 066 & through video conference to clarify any issues and answer any queries on any matter relating to the services, as stated in the clause 2 of ITC.

GM/METRO-CIVIL/CO
RAIL VIKAS NIGAM LIMITED
1ST Floor, August Kranti Bhawan, Bhikaji Cama Place,
Africa Avenue, New Delhi-110066
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CONSULTANCYSERVICES

FOR

**“Empanelment of Consultants for Pre-Bid and Post-Bid
Consultancy services for Business Development in RVNL”**

SECTION2

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INSTRUCTIONS TO CONSULTANTS

1 INTRODUCTION

1.1 **Background:** Rail Vikas Nigam Limited is a Public Sector Enterprise created by Ministry of Railways, Government of India, and has been vested with the responsibility of implementing Projects on nomination basis as well as bidding for infrastructure works in India and abroad. Funds for this project will be provided by Rail Vikas Nigam Limited. The scope of work of this consultancy work is included in Section-4. The consultancy work pertains to **“Empanelment of Consultants for Pre-Bid and Post-Bid Consultancy services for Business Development in RVNL”** as per scope of work given in section-4 TOR with technical support from the Consultant who is under selection through this RFP.

1.2 Selection of Consultants:

1.2.1 Rail Vikas Nigam Limited (RVNL), hereinafter called the Employer will select consulting firm/organization, called the ‘Consultant’ for **“Empanelment of Consultants for Pre-Bid and Post-Bid Consultancy services for Business Development in RVNL”** for various infrastructure projects that RVNL decides to bid from amongst the eligible consultants who have submitted their proposals in response to Request for Proposal (RFP) against ‘Request For Proposals’ (RFP), a copy of which is placed in Section 1, in accordance with **modified ‘Quality cum Cost Based Selection’ (QCBS)** method.

1.2.2 Eligibility and Qualification Criteria:

1.A **Eligibility:** Only firms that are registered or incorporated in India are eligible to compete. A subsidiary company, registered / incorporated in India may utilize the financial and technical credentials of their parent/holding company having more than 90% share in the subsidiary company either at its own (directly) and/or combined (indirectly) through one or more of its subsidiary companies. The technical credentials of subsidiary(ies) in which shareholding of the parent / holding company is more than 90% either at its own (directly) and/or combined (indirectly) through one or more of its subsidiary companies, shall be treated as the credentials of parent/ holding company. This will be subject to submission of undertaking by the parent/ holding company in the prescribed format in Form 7 of Section 3.

1. Any Consultant from a country which shares a land border with India will be eligible to bid in this tender only if the Consultant is registered with the Competent Authority as stated in DoE Order no 6/18/2019-PPdt. 23 July 2020 (Public Procurement No.1). However, it will not apply to consultants from those countries (even if sharing land border with India)

to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as stated in DoE Order no 6/18/2019-PP dt. 23 July 2020 (Public Procurement No. 2).

“Consultant from a country which shares a land border with India” means:-

- i. An entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

2. The beneficial owner for the purpose of 1 above will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means (d) In form 12 para number vi. to xi. bereadas 6 to 11.
Explanation:
 - a. “Controlling ownership interest” means ownership or entitlement to more than twenty-five percent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decision including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of

individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

3. The bidder must ensure the following:

(a) In case of Single Entity:

- (i) Submit Power of Attorney authorising the signatory of the bid to commit the bidder.

(b) DELETED

- (c) The bidder shall have to provide the names of shareholders (constituting a majority ownership), country of origin and percentage shareholding of each such shareholder as a proof of its eligibility to bid duly certified by Company Secretary/Auditor as per Form TECH-31 of Section 3.

4. A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement

I.B Eligible consultant can be either 'Class-I Local' or 'both Class-I Local and Class-II Local' or 'combination of Class-I Local, Class-II Local and Non-local', as defined below:

- i. Class-I Local- means a supplier or service provider, whose goods, services or work offered for procurement meet the minimum local content of 50%.
- ii. Class-II Local- means a supplier or service provider, whose goods, services or work offered for procurement meet the minimum local content of 20%.
- iii. Non-local- means a supplier or service provider, who does not meet the requirements as per i and ii above.

The Consultants are required to submit a declaration using 'Form-MII' of Section 3 Proposal Forms.

In keeping with the Public Procurement (Preference to Make in India) Order 2017, as amended from time-to-time up to 28 days prior to deadline for submission of bids, in case any consultant, who does not meet the prescribed eligibility criteria shall do so at its own risk and cost and Employer shall not be liable for any loss or damage caused to the consultant.

II. The eligibility of the firm will be adjudged based on the hurdle criteria and Quality based evaluation criteria, to shortlist the Consultant for opening of Financial proposals as detailed in Para 5.7.

III. Personnel–

a) **Submission:** CVs for the positions of **Team Leader, Bridge Design Engineer, Viaduct Design Engineer, Tunnel Design Engineer, Geologist, Geotechnical Engineer, E&M Engineer and Alignment Design Engineer** shall be required to be submitted along with the proposal in Form/27(CV) (Section-3) fulfilling the qualification and experience as prescribed in Table-1 (Section-2:ITC), which shall be evaluated. Only one CV should be submitted for each position. In case more than one CV are submitted for one position, the CV obtaining lowest marks shall be considered for arriving at the total score of the Consultant.

b) **Deployment:**

i. The firm will be required to submit an undertaking at the time of submission of the Proposal through para 4 (ii) of TPSF that all the personnel whose CVs were submitted along with the proposal, will be located in **Delhi / NCR** and they will have to attend RVNL Corporate Office for discussion / clarification as specified in Section 4 Terms of Reference.

The list of balance personnel being deputed on this assignment will be provided, fulfilling the qualifications and experience as prescribed in the Curriculum Vitae of each Personnel in Form TECH 27(CV) and summary in Form TECH-19 as given in section 3, within 30 days of receipt of such request. Failure to submit the above list shall entitle the employer to terminate the Consultancy Contract and forfeit the proposal security/Performance security.

ii. The list of balance personnel in full or part, whenever subsequently required, will be provided, fulfilling required qualifications and experience, within 30 days of receipt of such request.

On submission of the CV's by the consultant, RVNL shall examine the same and the candidate proposed may be required to have a personal meeting with the Executive Director/Planning before the acceptance of the proposed personnel by the Employer. The approval or rejection of the personnel will be communicated by RVNL within 10 days.

In case, RVNL does not convey the approval/rejection within 10 days of receipt of CV for the proposed personnel, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 10 days from the receipt of such reminder by the Employer, if still Employer fails to convey its approval/rejection of the CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

The Firm is required to submit an undertaking (Form TECH 30) at the time of submission of Proposal that from the list submitted by them, and approved by RVNL, required personnel at the required time as requested by RVNL, will be deployed, within 60 days from the date of such request of the Employer.

In case of failure of deployment of key personnel within time period as stipulated above, RVNL will be entitled to a deduction @ 1% of the accepted monthly remuneration rate of that personnel per day of delay, for the first 90 days after the notice period of 90 days.

For delay beyond first 90 days, a deduction @ 2% of the accepted monthly remuneration rate of that personnel per day of delay shall be applicable.

c) DELETED

d) The proposed Personnel should not have any history of involvement in vigilance/CBI/SPE/Police cases resulting in major penalty punishment of removal/ dismissal/ compulsory retirement or conviction for being eligible to be engaged for the consultancy. Personnel who have been debarred from Project Management Consultancy/Consultancy service by RVNL, and whose period of debarment is not over before deadline for submission of proposal for Key Personnel for whom CVs are required to be submitted along with the proposal or before date of proposing the name of such personnel by the Consultant for other Personnel, shall also not be eligible to be

engaged for the consultancy.

IV. **Approach and Methodology:** The firm will be required to submit a comprehensive Approach and Methodology proposed for carrying out the Proof Checking, modification/revisions services, designing of Civil Engineering structures of Railway Projects as per scope of works. The firm will be required to submit the Approach and Methodology for the project for which the consultancy services are contemplated. It will be ensured that the approach and methodology prepared is in compliance to requirements in section 4 of the RFP document.

Guidance for Approach and Methodology is available in Form Tech-21 of Section 3.

V. **Responsiveness:** The firm should have submitted the proposal in accordance with the guidelines in the Instructions to Consultants and it should meet the required response as per checklist given in **Datasheet Attachment 1**.

VI. **The Consultant shall be disqualified if:**

a. The consultant has been blacklisted/banned for business dealings for all Government Departments, or by Ministry of Railways or by RVNL at any time till finalization of proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.

b. Any previous contract of the consultant had been terminated for Consultant's failure by Rail Vikas Nigam Ltd. (RVNL) at any time starting from 2 years before the deadline for submission of proposals and up-to one day before the date of opening of financial proposals;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by the Rail Vikas Nigam Ltd. or such termination of the Contract has not been revoked by Rail Vikas Nigam Ltd.

c. The consultant or any of its constituents:

(i) has suffered bankruptcy/insolvency or

(ii) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process

On the deadline of submission of bids or thereafter till finalization of bids.

- d. The consultant is found ineligible by the Employer, in accordance with ITC-1.7.
- e. The consultant has been declared by RVNL to be a poor performer and the period of poor performance is still in force on the deadline for submission of proposals.

Or

The consultant has been declared by RVNL to be a poor performer at any time after the deadline for submission of proposals and up-to one day before the date of opening of financial proposals.

- f. The consultant has changed their name or created a new business entity as covered by the definition of "Allied Firm" under Para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared a poor performer.
- g. The consultant or its *beneficial owner* is from a country which shares a land border with India and is not registered with the Competent Authority as stated in DoE Order no 6/18/2019-PP dt. 23 July 2020.
- h. Entities of countries, which have been identified by the Railway Ministry as not allowing Indian Companies to participate in their Government procurements for any item related to Railway Ministry, shall not be allowed to participate, except for the list of items published by the Railway Ministry permitting their participation."
- i. Bidder fails to disclose any previous transgressions made in respect of Code of Integrity [Rule 175(1) of General Financial Rules 2017] with any entity in any country during the last three years or of being debarred by any other procuring entity."

The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the consultant shall result in summary rejection of his proposal.

- VII. Consultant shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITC 1.2.2 (VII) & 1.6. In case the consultant fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and proposal security shall be forfeited. The consultant

shall also be liable for Banning of Business dealings for a period up to five years.

1.3 Deleted

1.4 **Examination of RFP Documents:** In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested in the RFP documents may result in rejection of Proposal.

1.5 **Joint Proposal (JV):** Maximum number of partners in Joint Venture is 2 (two).

1.5.1 The Association of the Consultants (in case of JV) may be for the long term (independent of any particular assignment) or for this specific assignment.

1.5.2 To qualify for award of Contract, the Consultants shall submit written Power of Attorney (either Form TECH-2 or TECH-9) authorizing the signatory of the bid to commit the Consultant and the respective consultant partners in case of a Joint Venture.

1.5.3 Proposals submitted by a Joint Venture; its partners shall comply with the following requirements:

- i. JV Agreement (made out as per guidelines given in Form TECH-12 or the Memorandum of Understanding (MoU) for Joint Venture participation (Form TECH-11) should accompany the proposal;
- ii. One of the partners shall be authorized to be in-charge and called as 'Lead Consultant'; and this authorization shall be evidenced by submission of a Power of Attorney signed by legally authorized signatories of all the partners (Form TECH-10);
- iii. The Lead Consultant shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the Joint Venture;
- iv. All partners of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the JV agreement and MOU for JV participation mentioned under (i) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
- v. In case a Joint Venture is the successful Bidder, the Joint Venture Agreement (made out as per the guidelines given in Form TECH-12) should be entered into by the Joint Venture partners and should be submitted duly signed along with the Performance Security to the Employer after Notification of the Award of Contract within 30 days.

1.6 **Conflict of Interest:**

The current assignment pertains to country-wide works that Employer may be interested in quoting pertaining to various executing agencies. Thus, there is

no direct conflict of interest with tendering organisation / authority.

However, Consultant shall have no direct or indirect interests in commercial, manufacturing or contracting activities that might influence its professional judgment. It is remunerated solely by the fees paid to it by RVNL. It shall approach all assignments objectively and by using sound technical and economic principles and provide solutions, which serve the best interest of RVNL. The Consultant shall give a declaration that its firm has no financial or managerial ties with other organization that could influence its independence.

1.7 **Fraud and Corruption:**

1.7.1 The Consultants are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following shall apply:

- (i) For the purposes of this provision, the terms are defined as set forth below as follows:
 - a) **“Corrupt Practice”** means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Consultants (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- (ii) Employer will reject a Proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- (iii) Employer will declare a firm ineligible either indefinitely or for a stated period of time, to be awarded a contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by RVNL.

1.8 **Only one proposal:**

1.8.1 If a Consultant submits or participates in more than one Proposal, such a Consultant shall be disqualified.

1.9 **Proposal Validity**

1.9.1 The **Data Sheet** indicates how long the Consultants' Proposals must remain valid after the submission date.

1.9.2 The Employer will make its best effort to finalise the Contract within this period.

In exceptional circumstances, the Employer may request Consultants to extend the validity period of their Proposals. The request and the responses shall be made in writing. In case Consultant extends validity of their proposal, the proposal security as furnished in accordance with ITC 5.4, shall also be extended up to the date mentioned in the letter of request for extension. Consultants have the right to refuse to extend the validity period of their Proposals.

1.10 **Participation of Government Employees:**

The Government employees are not permitted to undertake any assignment without the approval of the Government as per extant Government rules. In addition to this, no closer relatives of RVNL staff should be proposed for participation in the assignment. In case CV of a serving Government Employee is submitted with a proposal, the same will be evaluated and assigned marks. However, the said person before joining the PMC assignments shall have to resign and obtain necessary approval of the Government.

2 **CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

2.1 **Pre-bid Meeting:** A pre-bid meeting will be held at the time and date specified in the Data Sheet through video Conference.

2.2 **Clarifications:** Consultants may request a clarification of any of the RFP documents prior to pre-bid meeting. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Employer will respond in writing and will send written copies of the response, including an explanation of the query but without identifying the source of inquiry, to all Consultants who have purchased the RFP documents. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed under Sub-Clause 2.3.

2.3 **Addendum:** At any time prior to the submission of Proposals, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. The addendum shall be sent to only those consultants who have purchased the Document, at any time prior to issue of addendum. Addendum shall also be uploaded on E-Tendering portal of (<https://rvnl.euniwizarde.com>) and RVNL web site. To give Consultants reasonable time in which to take an amendment into account in

their Proposals, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission.

3 PREPARATION OF THE PROPOSAL

3.1 Components:

Consultant's Proposal will consist of separate Technical and Financial proposals of the firms detailed in Para 5.2.

3.2 Language:

The Proposal, as well as all related correspondence exchanged by the Consultants and the RVNL, shall only be in English. All reports prepared by the contracted Consultants shall also be in English.

4 THE PROPOSAL

4.1 **General:** The Proposal should clearly demonstrate the Consultant's understanding of the requirements of the services, capability and approach for carrying out the tasks for the project management set forth in the RFP document through the nominated experts. In preparing the Proposal, Consultants are expected to take into account the requirements and conditions of the RFP documents. All information provided in Consultants' Proposal will be treated as confidential.

4.2 **Proposal:** The Proposal should include a Technical Proposal Submission Form (Form TECH-) and a Financial Proposal Submission Form (Form FIN-1) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm/JV. The letter of firm should specify all association arrangements and certify that each associated firm will perform its designated tasks under the assignment if the lead firm is awarded the contract.

4.3 Documents Comprising Proposal Format

4.3.1 The consultant shall submit the proposal compiling all details and information as under and submit scanned copies of the same on e-tendering portal except for those documents which are to be filled up in the e-tendering portal.

Particulars		Remarks
1. Technical Proposal		"Technical Proposal" in accordance with clause 5 of section 2
i)	Form TECH-1 (TPSF)	Technical Proposal Submission Form (TPSF)
ii)	Form TECH-2 (POA-SE)	Format for Power of Attorney for Authorised Signatory of Single Entity
iii)	Form TECH-3 (Affidavit-1)	Format for Affidavit to be submitted by the Consultant along with the Proposal
iv)	Form TECH-4 (Affidavit-2)	Deleted
v)	Form TECH-5 (BG-1)	Proposal Security

Particulars		Remarks
vi)		DELETED
vii)	FormTECH-6(BG-2)	Form of Contract Performance Security
viii)	FormTECH-7 (Holding)	Format for undertaking to be submitted by parent/holding company of the consultant
ix)	FormTECH-8(JV/1)	Pro-forma letter of participation from each partner of Joint Venture (JV)
x)	FormTECH-9 (JV/2-POA)	Format for Power of Attorney for Authorized Signatory of Joint Venture (JV) Partners
xi)	FormTECH-10(JV/3-POA)	Format for Power of Attorney to Lead Partner of Joint Venture (JV)
xii)	FormTECH-11(JV/4)	Draft Memorandum of Understanding (MOU) for Joint Venture participation
xiii)	FormTECH-12(JV/5)	Draft format of Joint Venture Agreement
xiv)	FormTECH-13(ELI - 1)	Consultant's Information Sheet
xv)	FormTECH-14(ELI - 2)	JV Information Sheet
xvi)	FormTECH-15(NW)	Financial Situation
xvii)	FormTECH-16(TO)	Annual Consultancy Turnover for the last 5 years
xviii)	FormTECH-17(WIP)	Deleted
xix)	FormTECH-18/1to 18/2	Self-Evaluation for Hurdle criteria and Quality based Selection. Form 18/3 deleted
xx)	FormTECH-19	Summary of Information of Proposed Personnel
xxi)	FormTECH-20	Deleted
xxii)	FormTECH-21	Approach and Methodology for Performing the Assignment
xxiii)	FormTECH-22	Deleted
xxiv)	FormTECH-23A	Deleted
xxv)	FormTECH-23B	Deleted
xxvi)	FormTECH-24	Deleted
xxvii)	FormTECH-25(QC)	Deleted
xxviii)	FormTECH-26A	Deleted
xxix)	FormTECH-26B	Deleted
xxx)	FormTECH-27(CV)	Curriculum Vitae (CV) format for the Key personnel

Particulars		Remarks
xxxi)	Form TECH-28 (EXP)(DDC)	Organizational experience of having provided design proof checking/validation services in railway, road or metro, of minimum length as per para 5.7.2.2.3 (i) Refer clause 5.7.2.2.3
xxxii)	Form TECH-29	Deleted
xxxiii)	FormTECH-30	Format for undertaking under Clause 1.2.2 (III) (b) for deployment of Personnel
xxxiv)	FormTECH-31	Format for providing details of Shareholders (constituting majority shareholding) as a proof of fulfilling eligibility under clause 1.2.2 (I)
xxxv)	Form-MII	Form for declaration of local content
2. Financial Proposal		"Financial Proposal" in accordance with clause 5 of section 2
xxxv)	FinancialProposal SubmissionForm	FORM FIN-1
xxxvi)	Bill ofQuantity	FORMFIN-2 (Financial Rate Page under Financial offer)

4.3.2 The Proposal must be submitted through e-tendering portal only.

4.3.3 **Documents related to financial information:** The Financial information requires completion of Form FIN-1 and FIN-2 and quoting remuneration rates through e-tendering portal. These are to be prepared as under:

- (i) Form FIN-1 in Section 3, forming the covering letter for proposal.
- (ii) Form FIN-2 (Financial Rate Page under Financial offer) in Section 3 relate to the costs of consulting services. Form FIN-2 (Financial Rate Page under Financial offer) is the Bill of Quantities for Proof Checking, designing services and Remuneration billing rates for personnel to be quoted through e-tendering portal. Rate offered at any other medium will not be considered.
- (iii) DELETED.
- (iv) Form FIN-1 should be typed on the Consultant's Letter Heads exactly in the same format of the form.
- (v) In Form TECH-1 & FIN-1, an undertaking is to be given that, in preparation and submission of the Technical and Financial information, Consultants have:
 - Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents; and
 - Agreed to allow RVNL, at its option, to inspect and audit all

accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.

4.3.4 **Proposal Prices:** The amount arrived at based on rates quoted online through e-tendering portal in the summary sheet of remuneration shall be the proposal price.

4.3.5 **Currency:** Consultants have to submit their offer in INR.

4.3.6 **Tax Liability:** The Consultant is liable to pay taxes as applicable. While the GST will be paid extra by the Employer, all other taxes shall be payable by the Consultant. RVNL shall be deducting taxes deductible at source as per relevant Tax Laws/other applicable laws in India.

4.4 **Proposal Content:**

The Proposals and qualification details shall be furnished for in accordance with the formats given in Section 3 and elaborated in clause 4.3 of these ITC and shall ensure the following:

The proposals and qualification details shall be concise, relevant, complete and furnish them in accordance with the formats given in Section 3 and elaborated in clause 4.3 of these ITC.

5 **SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

5.1 **Submission of Fully Responsive Proposal:**

5.1.1 The Consultant shall submit a fully responsive proposal including all the support in documents requested in the RFP. Non-compliance with important requirements may result in rejection of the proposal. Once the proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key staff, quoted fee and so forth except at the time of negotiations carried out in accordance with the provisions of the RFP. However, the Employer may ask in writing from the Consultants any clarifications/information based on the documents submitted with the proposal considered necessary for evaluation, but not having any effect on the quoted fee and the substance of the proposal. Proposals must be submitted online at the web address given in the Data Sheet (Section 2) on or before the time and date stated in the Data Sheet or any new date established by the RVNL according to provisions of Sub-Clause 2.2.

5.1.2 The Consultant shall submit the proposals ensuring the following:

- (i) The RFP document issued by the Employer in full digitally signed by the authorized signatory shall be submitted through e-tendering portal and shall form part of Proposal.

Note: Forms FIN-1 & FIN-2 in the RFP document issued by RVNL, should not be uploaded with the technical proposal and the scanned copy of same is to be uploaded in the Financial Proposal on the consultant's letter head typed in the format of the Forms available in the RFP.

- (ii) The proposal shall be digitally signed by a person duly authorized to sign on behalf of the consultant.
- (iii) All the corrigenda/addenda issued pursuant to clause 2.3 must be digitally signed and submitted through e-tendering portal with the Proposal which forms part of the RFP document.
- (iv) Technical and Financial proposals shall be submitted in accordance with clause 5.2.
- (v) Scanned copy of the Proposal Security in case of Bank Guarantee shall be submitted in accordance with ITC Clause 5.4.
- (vi) Scanned copy of Undertakings/Affidavits as per requirement of RFP are to be uploaded along with the proposal.

5.1.3 **DELETED**

5.2 **Online Submission of Proposals:**

5.2.1 **The consultant shall submit the Technical and Financial proposal through e-tendering portal of (<https://rvnl.euniwizarde.com>)**

- (i) **"TECHNICAL PROPOSAL"** will comprise all Forms of Section 3 except Form FIN-1 & rates quoted in the summary sheet of remuneration uploaded through RVNL e-tendering portals envisaged in RFP and all other relevant data specified in the RFP documents. All forms should be typed on Consultants' letter head in the exact format of the Forms.
- (ii) **"FINANCIAL PROPOSAL"** will comprise only Form FIN-1 & rates quoted in the Financial Rate Page under Financial offer of remuneration is available in e-tendering portal as envisaged in RFP and all other relevant data specified in this RFP documents. Form FIN-1 should be typed on Consultant's letter head in the exact format.

5.2.2 **DELETED**

- i) **DELETED**

ii) DELETED

5.3 Deadline for submission of Proposals:

Proposals must be received by the Employer through the e-tendering portal only in accordance with clause 5.2 of these ITC, not later than the time and date specified in the Data Sheet or extended date in accordance with clause 2.3 of ITC. The e-tendering portal cannot accept any proposal once the deadline for the tender submission has lapsed.

5.4 Proposal Security:

5.4.1 The proposal must be accompanied by Proposal Security Declaration or the Proposal Security as stated in Data Sheet in the form of;

(a) Online e-payment through the link given on e-tendering portal
OR

(b) an unconditional Bank Guarantee in the prescribed form given in Section 3, Form 6, from the banks acceptable to the Employer as mentioned below:

- (i) a Scheduled Bank in India
- (ii) a Foreign Bank having their operations in India or
- (iii) a Foreign bank which does not have operations in India is required to provide a Counter Guarantee by State Bank of India.

The proposal security shall be valid up to the date as mentioned in BDS (Data Sheet) or up to the date mentioned in the letter of request for extension in case extension is requested under ITC 1.9.2.

In case the consultant has opted for Bid security in the form of an unconditional Bank Guarantee, the consultant should upload the scanned copy of Bank Guarantee with the bid. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the bid data sheet within 5 working days of deadline of submission of bids. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

OR

In case of MSEs they should upload the scanned copy of their registration in place of scanned copy of bank Guarantee.

5.4.2 The Proposal Security of unsuccessful consultants will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the validity of the proposal prescribed in clause 1.9 of these 'Instructions to Consultants'.

5.4.3 The Proposal Security of the successful Consultant shall be returned promptly once the successful Consultant has furnished the required Performance Security and signed the Contract Agreement.

5.4.4 The Proposal Security may be forfeited for any of the reasons mentioned below:

- a) if a consultant withdraws its proposal during the period of proposal validity;
- b) in case of a successful consultant, if the consultant fails to:
 - i) Sign the contract in accordance with clause 9 of these ITC
 - ii) Furnish Performance Security in accordance with clause 10 of these ITC.
- c) If the Consultant fails to submit a list of personnel along with CVs in prescribed format in terms of sub-clause 1.2.2 (III) within a period of 30 days from the issue of Notification of Award;
- d) **if the undertaking of the affidavit submitted by the Consultant in pursuant to Sub-Clause 1.2.2(VII) is found false at any stage during evaluation;**
- e) if any tampering or changes are made in the RFP document;
- f) if the consultant violates any other provision of RFP document.

5.5 **Modifications and Withdrawal of Proposals:**

5.5.1 The Consultant may modify its proposal after submission through e-tendering portal any number of times or withdraw it before the deadline for submission of proposals.

5.5.2 DELETED

5.5.3 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of period of proposal validity. Withdrawal of a proposal during this interval shall result in forfeiture of its proposal security pursuant to clause 5.4.3 of these ITC.

5.6 **Opening of Proposals:**

5.6.1 **Opening of Technical Proposal**

(a) The Employer shall conduct the opening of Technical Bid through e-tendering portal of (<https://rvnl.euniwizarde.com>).

- (b) DELETED
- (c) DELETED
- (d) DELETED.
- (e) DELETED.
- (f) DELETED

5.6.2 DELETED

5.6.3 The details of proposal security, details contained in the Technical proposals of the various consultants will be examined by the nominated Tender Committee to decide on the opening of Financial Proposals of eligible Consultants.

Note: The offers of such Consultants who have withdrawn their offers, who have not submitted proposal security, who do not fulfil the eligibility criteria (ITC clause 1.2.2), whose offers are not responsive as decided by the Tender committee will be rejected. The financial proposal of such Consultant(s) will not be opened.

5.6.4 The Financial Proposals of the Consultants shortlisted in technical evaluation will be opened **through e-tendering portal of (<https://rvnl.euniwizarde.com>)**. The shortlisted Consultants will be advised through email, the date and time of opening of their financial proposals.

5.6.5 **Opening of Financial Proposals:**

- (i) The Employer shall conduct the opening of Financial Proposals of consultants who have submitted substantially responsive technical proposals and who have determined qualified as a result of technical evaluation, on date and time specified by the Employer through e-tendering portal of <https://rvnl.euniwizarde.com>
- (ii) DELETED
- (iii) DELETED
- (iv) DELETED

5.7 **PROPOSAL EVALUATION**

5.7.1 **SYSTEM OF EVALUATION OF PROPOSALS**

Modified Quality and Cost Based Selection (QCBS) method shall be used to evaluate the Consultancy proposals. The Consultants who submit substantially responsive proposals conforming to the RFP shall be taken up for further evaluation as per clauses 5.7.2 to 5.7.4.

5.7.2 **EVALUATION OF TECHNICAL PROPOSALS**

5.7.2.1 Each substantially responsive proposal shall be evaluated to ascertain whether it fulfils the Hurdle Criteria as specified in clause 5.7.2.2 below.

5.7.2.2 **HURDLE CRITERIA**

Criteria Requirement	Compliance Requirements	Documents Su
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	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each of the other Partner(s)	Lead Partner	
5.7.2.2.1 Net Worth					
Submission of audited balance sheets or, if not required by the law of the Consultant's country, other financial statements acceptable to the Employer, for the last three years to demonstrate the current soundness of the Consultant's financial position and its prospective long-term profitability. As a minimum, the Consultant's net worth calculated as the difference between total assets and total liabilities should be positive for the latest financial year.	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Form TECH-15
5.7.2.2.2 Average Annual Consultancy Turnover					
Minimum average annual consultancy turnover of ₹120 Cr. calculated as total certified consultancy payments received for contracts in progress or completed, within the last three years. Notes: i. If the balance sheets of the consultant or any of its constituents is in the currency other than INR and US\$, the same shall be converted to INR as per Note (h) below the table. ii. If the Indian company is using the credential of parent / holding company whose balance sheet is in other than INR, then also conversion shall be done as mentioned in (i) above.	Must meet 100% of the requirement	Must meet 100% of the requirement	Must meet at least 30% of the requirement	Must meet at least 50% of the requirement	Form TECH-16
5.7.2.2.3 Contracts of Similar work of size and nature					
Contracts of Similar Size and Nature executed as Consultant, within the last Seven years before the deadline for submission of the bids, involving Detailed Design in following three fields: A. Bridge Works Railway, High/ Semi high Speed Rail, DFC corridor, Highway projects (other than Metro) Bridges having effective span size	must meet either A, B and C	must meet either A, B and C	must meet either A OR B OR C	must meet either B OR C	Form TECH-28

Criteria Requirement	Compliance Requirements			Documents Submission Requirements
	Single Entity	Joint Venture		
		All Partners Combined	Each of the other Partner(s)	
<p>of 24 meter or above with super structure of Pre-Stressed Concrete / Composite girder / Steel Girder type and deep foundation (Pile / Well).</p> <p>(i) At least one contract with a value of at least ₹14.02 Cr. that has been successfully completed.</p> <p style="text-align: center;">OR</p> <p>(ii) At least two contracts with a value of at least ₹9.35 Cr. that has been successfully completed.</p> <p>Note for Bridge Works: At least one of the qualifying work should include deep foundations i.e. pile / well to meet the criteria under (ii) above.</p> <p style="text-align: center;">AND</p> <p>B. Elevated Metro Works</p> <p>Metro viaduct having effective span size of 24 meter or above with super structure of "U" trough Pre-Stressed Concrete / Composite girder, at least one metro station and Pile foundation.</p> <p>(i) At least one contract with a value of at least ₹7.29 Cr. that has been successfully completed.</p> <p style="text-align: center;">OR</p> <p>(ii) At least two contracts with a value of at least ₹4.86 Cr. that has been successfully completed.</p> <p>Note for Metro Works: At least one of the qualifying work should include deep foundations i.e. pile / well to meet the criteria under (ii) above.</p> <p style="text-align: center;">AND</p> <p>C. Tunnel Works</p> <p>Railway, High/ Semi high Speed Rail, DFC corridor, Highway tunnels by NATM / Observational Method / TBM which includes E&M designs of at least 3 KM</p>				

Criteria Requirement	Compliance Requirements			Documents Submission Requirements
	Single Entity	Joint Venture		
		All Partners Combined	Each of the other Partner(s)	
<p>long tunnel in single stretch.</p> <p>(i) At least one contract with a value of at least ₹14.58 Cr that has been successfully completed.</p> <p>OR</p> <p>(ii) At least two contracts with a value of at least ₹9.72 Cr that has been successfully completed.</p> <p>Note for Tunnel Works: Escape tunnels will not be added to the qualifying length.</p> <p>Note for Bridge, Elevated Metro & Tunnel Works</p> <p>i. Only route length will be counted i.e. for a two lane bridge, length will not be counted twice.</p> <p>ii. At least one work in each of all the three criteria i.e. Bridge, Elevated Metro and Tunnel has to be EPC work to meet the Hurdle requirement.</p>				

NOTES:

1. **Only proposals of those Consultants who meet the 'Hurdle Criteria' specified under Para 5.7.2.2 shall be taken up for further quality based technical evaluation in these second stages under.**
2. Deleted.
3. The contracts should have been completed within this period irrespective of date of start.
4. The DDC Contract shall be treated as completed as on the date of commissioning of the project (excluding defect liability / maintenance period) or satisfactory completion of the contracted services as certified by the Employer.
5. The similar work may contain other structures also but it should necessarily contain the qualifying structures.
6. Work executed as Sub-consultant/Associate/Freelancers etc. will not be considered.
7. Works pertaining to DPR, Preliminary Design, Concept Design, Design review, Proof check will not be considered.
8. Deleted
9. For the purpose of value of work, experience of a firm in a JV in sub clause

5.7.2.2.3 and for past experience of assignment in sub clause 5.7.2.2.3 credit shall be given for execution of the value/quantity of that assignment executed by the firm as part of a JV, as certified by the Employer. If the Employer's certificate does not indicate the specific fee received by each partner or quantity of assignment executed by each partner, in such a case credit for value/quantity of each assignment shall be given as per following provisions in order of priority:

- (i) As per details given in JV agreement forming part of the relevant Contract Agreement.
- (ii) If JV agreement does not provide such details, then credit shall be given in proportion of their percentage share of the firm in that JV.

10. For Sub-clause 5.7.2.2.2 Average Annual Consultancy Turnover, the Bidder should submit actual consultancy turnover figures for the specified financial years. For Evaluation purposes the figures of previous years shall be updated @ 5% per year compounded annually based on Rupee value to bring them to the level of the last Financial Year specified in sub-clause. If the figure for turnover in an individual year is in a currency other than INR, then the same shall first be converted to INR based on the exchange rates published by Reserve Bank of India/International Monetary Fund (in that order) as on last day of that year and then the figures in INR shall be updated as mentioned above.
11. For Sub-clause 5.7.2.2.3 Contract of similar work of size and nature, the Bidders should submit actual Value of Work completed. Value of Work for evaluation purposes shall be updated based on Rupee value to bring them to the price level of date of deadline for submission of bids as per formula given below:-

$$A = B[1 + (5 \div 36500) \times N]$$

Where

A = updated value of work on date of submission of bids.

B = value of work on the date of completion/substantial completion as indicated in the Employer's certificate.

N = Number of days between date of completion and deadline for submission of bids.

The base date for updating purposes shall be considered as the date of completion of work as certified by the Engineer-in Charge.

In case value of the work is mentioned in a currency other than INR, then the same shall first be converted to INR based on the exchange rates published by Reserve Bank of India/International Monetary Fund (in that order) as on the date of completion/substantial completion of the work and then the figures in INR shall be updated as mentioned above.

12. If the original Certificates (i.e. certificate of Incorporation/Registration or Memorandum & Article of Association, Audited Balance Sheets, Employer's Certificate etc. which are

relevant to the bid submission) is in a language other than in English, the same may be translated into English and notarized/attested by the Notary Public in the country of registration and cross verified / attested by the Indian Embassy/Consulate in the home country.

13. Audited Balance Sheets/ Account Statements shall be certified by a Certified Public Accountant/Chartered Accountant or any Registered Account Practitioner by any name.

5.7.2.3 Quality based evaluation to shortlist the Consultants for opening of their financial proposals: The following three criteria shall be used to evaluate the technical proposals for assessing the technical scores;

- (i) Experience of similar work;
- (ii) Approach and Methodology; and
- (iii) Qualification and experience of Key Personnel

The marking system for evaluation under each criterion of the Technical Proposals shall be as given below.

Sr. No.	Criteria	Detailed Design Marks
A	Experience of similar works	320
A.1	Completed similar contracts is as per clause 5.7.2.2.3 A (i) OR Completed similar contracts is as per clause 5.7.2.2.3 A (ii)	8 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 A (i) OR 4 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 A (ii). Maximum limit of marks is 40.
A.2	Completed similar contracts is as per clause 5.7.2.2.3 B (i) OR Completed similar contracts is as per clause 5.7.2.2.3 B (ii)	8 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 B (i) OR 4 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 B (ii). Maximum limit of marks is 40.
A.3	Completed similar contracts is as per clause 5.7.2.2.3 C (i) OR Completed similar contracts is as per clause 5.7.2.2.3 C (ii)	8 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 C (i) OR 4 Marks shall be allotted for each completed similar works as per clause 5.7.2.2.3 C (ii). Maximum limit of marks is 40.

Sr. No.	Criteria	Detailed Design Marks
A.4	Qualifying contracts as per Para A.1 above includes bridges having \geq double the span size as per clause 5.7.2.2.3 A.	Such Contracts shall be allotted additional 10 Marks. Maximum limit of marks is 70.
A.5	Qualifying contracts as per Para A.2 above includes Viaducts having \geq double the length as per clause 5.7.2.2.3 B.	Such Contracts shall be allotted additional 10 Marks. Maximum limit of marks is 70.
A.6	Qualifying contracts as per Para A.3 above includes tunnels having \geq double the length as per clause 5.7.2.2.3 C.	Such Contracts shall be allotted additional 10 Marks. Maximum limit of marks is 70.
B	Approach & Methodology	50
B.1	<u>Understanding Objectives</u> General Understanding of the project requirement, coverage of principal components as specified in TOR and site visit assessment.	6
B.2	<u>Quality of Methodology</u> The degree to which the submission addresses requirements of TOR.	6
B.3	<u>Innovativeness</u> Workable suggestions on improvements to quality.	8
B.4	<u>Presentation about the above B.1 to B.3</u> A presentation will be made by the Bidder on a date and time notified by the Employer to further elaborate the above items, provided the bidder has crossed the 'Hurdle Criteria' and his offer is 'Responsive'.	30
C	Qualification and experience of Key Personnel	620
C.1	Team Leader	90
C.2	Bridge Design Engineer	90
C.3	Viaduct Design Engineer	90
C.4	Tunnel Design Engineer	70
C.5	Geologist	70

Sr. No.	Criteria	Detailed Design Marks
C.6	Geotechnical Engineer	70
C.7	E&M Engineer	70
C.8	Alignment Design Engineer	70
	Total of A+B+C	1000

Note:

- a. Bidder should provide details of maximum 12 works each for Bridge, Elevated Metro and Tunnels duly filled in Form Tech- 28(EXP)(DDC) which would be evaluated for marks in the order of page numbers. In case Bidder provides details of more than 12 works Bridge, Elevated Metro and Tunnels in the order of page numbers, no cognizance shall be given for the details of works beyond 12.
- b. Key Personnel will have to attend RVNL's Corporate Office for attending meetings / holding discussion and Project Site(s) on need basis.
- c. The domestic return airfare (to and fro) by economy class by shortest/most practicable routes shall be payable in addition to daily allowance as specified in Section 5 Annexure A.
- d. Evaluation of 'Approach & Methodology' will be done based on Para 1.2.2 IV and Para 6.1 of this section.
- e. The selected consultant may have to deploy other experts / support personnel other than those mentioned in the document for fulfilling the requirement as detailed in TOR at no extra cost to Employer.

5.7.2.3.1 General notes on procedure for Evaluation of CVs may be referred at bottom of Attachment 4 of Annexure-1 Section 2..

5.7.2.3.2 **Total Score of Key Personnel:**

Each of the seven key personnel proposed by the Consultants with the proposal submission is expected to score at least 70% marks for being eligible for deployment in the proposed position. However, if any of the personnel proposed by the Consultants score less than 70%, the score shall be carried forward for a maximum of two Key Personnel to ascertain the total score of the Consultant. In such a case the concerned Consultant shall be asked to submit an undertaking through a clarification to be sought by the Employer giving details of personnel securing less than 70% marks that the personnel proposed securing less than 70% marks shall be replaced at the time of initial deployment. However, the original marking of the personnel shall not be changed/amended even after submission of undertaking.

In case the concerned Consultant(s) fails to submit such an undertaking within 7 days of issue of letter by the Employer, the proposal of such Consultant(s) shall be considered disqualified and shall not be evaluated further.

In case more than two Key Personnel proposed by the Consultant scores less than 70% then the proposal shall be considered disqualified and shall not

beevaluatedfurther.

5.7.2.4 **Selection and short listing of Consultants for opening of Financial Proposals based on total score obtained in Technical Evaluation:**

Only the top three consultants, in the descending order of the marks obtained(with a minimum marks as specified in Data Sheet), will be shortlisted for opening of financial proposals. If the number of consultants who have obtained a minimum marks as specified in Data Sheet is less than three, Employer may shortlist the consultant with the next highest scores in descending order having obtained a minimum of 600 marks.

The criteria to be used for ranking of consultants obtaining the same score will be asunder:-

- i) If the total score of two or more consultants is the same, the consultant having obtained the higher score for "total of all key personnel" shall be rated higher in the ranking.
- ii) In the eventuality that the total score as well as score for "total of all key personnel" is the same, the consultant having obtained the higher score for "Bridge Design Engineer" will be rated higher in the ranking.

5.7.3 **EVALUATION OF FINANCIAL PROPOSALS**

5.7.3.1 Financial Proposals will be reviewed to ensure that-

- (i) The figures provided therein are consistent with the details of the corresponding Technical Proposal (e.g. staffing schedule etc.);
- (ii) The commercial terms in each proposal in financial document will be checked for compliance set forth in the Data Sheet and other clauses of the RFP document.

5.7.3.2 DELETED

- (i) DELETED
- (ii) DELETED
- (iii) DELETED

5.7.3.3 The Lowest offer of Consultant, out of the Consultants selected for opening of Financial Proposal in terms of Para 5.7.2.4, will be ranked L-1. The next higher Consultant will be ranked L-2 and the balance Consultant will be ranked L-3.

5.7.4 **EVALUATION OF COMBINED SCORE:**

DELETED

6 **NEGOTIATIONS**

6.1 Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

6.2 DELETED

6.3 The financial negotiations will generally relate to the financial proposal like experts remuneration and other unit rates.

7 CONFIDENTIALITY

7.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially concerned with the recruitment process until the winning firm has been notified and contract awarded.

8 AWARD OF CONTRACT

8.1 The Employer reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Consultants. In case of annulment, all proposal securities shall be promptly returned to the Consultants.

8.2 The Employer shall award the Contract to all the three Consultants whose proposal is substantially responsive to the RFP Document, provided further that the Consultant is determined to be qualified to perform the Contracts satisfactorily and whose financial offers have been opened, subject to ITC 8.3 below, in following manner:

8.2.1 The L-1 Consultant will be awarded the contract at his offered rate.

8.2.2 L-2 Consultant and L-3 Consultant will be given counter-offer at the awarded rates of L-1 Consultant.

8.2.3 In case, the counter-offer is not accepted by Consultant(s), Employer, at its discretion, may give counter-offer to the consultant with the next highest scores in descending order whose financial offer was not opened, subject to having obtained a minimum of 600 marks in Technical Proposal, at the L-1 rates.

8.2.4 The Employer will empanel three (3) successful Consultants for performance of this work in the above manner.

Employer will distribute the work amongst three empanelled Consultants based on total value of work which the Employer selects for participating. Subject to Employers discretion, L-1, L-2 and L-3 Consultants as per Para 5.7.3.3 of Section 2, will be assigned 50%, 30% and 20% works respectively.

8.3 The Employer has the right to review at any time prior to award of contract that the qualification criteria, as specified in ITC 1.2.2 and 1.6, are still being met by the Consultant whose offer has been determined as first rank. A Proposal shall be rejected if the qualification criteria, as specified in ITC 1.2.2 and 1.6, are no longer met by the Consultant whose offer has been determined as first rank. In this event the Employer shall proceed to the Proposal next in rank to make a similar reassessment of that Consultant's capabilities to perform satisfactorily.

9 NOTIFICATION OF AWARD

9.1 After completion of negotiations (if any), prior to the expiration of proposal validity,

the Employer will notify the successful Consultant(s) in writing through registered letter, fax and/or e-mail that its proposal has been accepted by the Competent Authority at RVNL's Corporate Office at Delhi.

9.2 The notification of award will constitute the formation of contract.

9.3 Deleted

9.4 Upon furnishing of the performance security by the successful Consultants, pursuant to clause 10 of these ITC, the Employer will promptly notify the other Consultants who submitted Proposals that they were unsuccessful and will discharge their Proposal Security, pursuant to clause 5.4.2.

10 SIGNING OF CONTRACT

10.1 After the Employer notifies the successful consultant that its proposal has been accepted and the consultant has furnished the performance security in accordance with Clause 10 of ITC, the Employer will send Form of Contract provided in the Request for Proposals, incorporating all agreements between the parties, to the consultant.

10.2 Within twenty eight (28) days of receipt of the Contract Form, the successful consultant shall sign and date the contract and return it to the Employer. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

11 PERFORMANCE SECURITY

11.1 Within twenty eight (28) days of the receipt of notification of award from the Employer, the successful consultant shall furnish the performance security for an amount as specified in Data Sheet in accordance with the Conditions of Contract, using the FORM TECH-6(BG-2) provided in the Request for Proposals Section 3 or another form acceptable to the Employer.

In case the consultant fails to submit Performance Security within 28 days of issue of LOA, it may seek extension of time for a period not exceeding 28 days along with payment of damages either through bank transfer or Demand Draft in favour of RVNL. The rate of payment of damages for such extended period shall be a sum calculated @0.035% of the Performance Security for each day of the extension sought. Further, if the last day of the extension sought happens to be a declared holiday in the concerned office, submission of Performance Guarantee shall be accepted on the next working day. Extension of time may be granted by the authority who is competent to sign the contract agreement.

The contractor may commence the work within 42 days of issue of LOA subject to the condition that, no payment will be made to the contractor till completion of the following:

1. Submission of Enforceable Performance Guarantee.
2. Signing of Contract agreement.

In case contract is terminated on account of non-submission of Performance Security within the specified time or extended time, the Employer shall be entitled to

forfeit Bid Security, damages paid if any, and other dues payable against that contract.

In case a bidder has not submitted Bid Security on the strength of their registration as a Start-up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The terminated Contractor shall stand debarred from participating in RVNL tenders for a period of 3 years.

11.2 Failure of the successful consultant to comply with the requirements of ITC Clause 9 or ITC Clause 10.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.

12 CONTRACT COMMENCEMENT DATE

12.1 The Data Sheet indicates the anticipated date for the commencement of the contract services.

12.2 The actual date of commencement shall be within fifteen (15) days of the Notice to Proceed given by the Employer in accordance with the provisions of clause 4 of contract agreement in Section 5 of RFP.

13 TIME OF COMPLETION: As indicated in Data Sheet.

14 The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

15 Special Provisions for Micro and Small Enterprises (MSEs):

- i) Applicants registered with the agencies (as mentioned in para (iii) below) as micro or small enterprise (MSE) are exempted from the payment of RFP/bidding document fee.
- ii) Applicants registered with the agencies (as mentioned in para (iii) below) as micro or small enterprise (MSE) will be exempted from deposit of Proposal/Bid Security.
- iii) Applicants who are interested in availing themselves of above benefits will enclose with their proposal;
 - a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies;
 1. District Industries Centres
 2. Khadi and Village Industries Commission
 3. Khadi and Village Industries Board
 4. Coir Board
 5. National Small Industries Corporation
 6. Directorate of Handicraft and Handloom
 7. 'Udyog Aadhaar' – The Online Portal of MSME

8. Any other body specified by Ministry of MSME.

b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals.

Failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) & (ii) above.

16 PREFERENCE TO MAKE IN INDIA

16.1 Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020, as amended from time to time up to 28 days prior to deadline for submission of bids, shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local contents shall be 50%.

16.2 Local Content: The amount of value added in India, which unless otherwise prescribed by Railway Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus value of imported content in the item (including all custom duties) as proportion of total value, in percent. Services such as transportation, insurance, installation, commissioning, training and after sales services like AMC / CMC etc. are not local value addition for an imported product.

Annex 1 (Section 2)**DATASHEET**

Clause Ref	Item	Data
1.2	Selection of Consultants.	Modified Qualityand CostBasedSelection (QCBS) method
1.2.1	Name of the Employer	RailVikasNigamLimited,NewDelhi
1.2.2 I.B	Eligible Consultant	EligibleConsultantforthisworkisClass-I Local.
1.5	Joint Proposal	The JV partner can be from within the shortlisted consultants or those who are not on the list. In all the cases, the prescribed eligibility requirements have to be met.
1.9	Validity of the Proposals	120 days from the deadline of submission of proposal
2.1	Pre-bid Meeting: time, date and venue	11:00 hours on 02.11.2022 through video Conference. The prospective Consultant who wish to attend the meeting shall submit a maximum of two e-mail id's of the persons nominated to attend the meeting, to the person nominated to contact at least 2 working days before the pre-bid meeting
2.2	Name and Address of the Employer where the correspondence concerning this Request for Proposal is to be sent:	GM/METRO-CIVIL/CO Rail Vikas Nigam Limited Delhi Telephone No. 91-11-26738299 Fax No. 91-26182957 Email address: rail.rvnl Delhi@gmail.com For any Query regarding e tendering portal / Bid submission please contact helpdesk Number 011-49606060, Email: helpdeskeuniwizarde@gmail.com, Mr. Anand Kumar - +91 9355030602, Mr. Amrendra - +91 9355030628, 8448288980
4.3.6	Local Taxation	The Consultant is liable to pay taxes as applicable except GST. GST shall be paid extra RVNL shall be deducting taxes deductible at source as per Tax Laws/other applicable laws in India.
5.2	Online submission of proposals	e-tendering website https://rvnl.euniwizarde.com
5.3	Deadline for Submission of Proposals	11:00hourson23.11.2022
5.4	Proposal Security	ProposalSecurityof₹50Lakhs.ProposalSecurity Declaration(FORMTECH-5AinSection3)isnotapplicable.
5.4.1	Validity of Proposal Security	The proposal Security shall be valid up to 15.02.2023.

Clause Ref	Item	Data
5.5	Opening of Technical Proposals	11.30 hours on 23.11.2022
5.7.2.6	Minimum Technical Score	750 out of 1000
5.7.4	Weightage to be applied to the Technical and Financial Proposal Score	Not applicable.
6.1	Negotiations	<p>The contents are replaced as below: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.</p> <p>Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.</p>
11	Performance Security	Within 28 days of issue of Letter of Acceptance/Award (LOA), @3% of the value of the accepted contract amount to be submitted upfront in the form of an unconditional Bank Guarantee for the stated amounts in the format prescribed in Form TECH-6(BG-2) and valid for a period of 28 days beyond issue of performance certificate (Initially Performance Security shall be valid up to 28 days beyond the specified completion of the consultancy contract)plus 5% of the value of the accepted contract amount to be recovered from the running on-account bills @6% of the gross amount.
12.1	Commencement Date	Within 15 days from issue of Notice to Proceed.
13	Time of Completion	36 Months from Commencement
14	Jurisdiction of Courts	DELHI

Clause Ref	Item	Data
15	Margin of preference for MSEs	Not applicable.
16.1	Margin of Purchase Preference for Make in India	Not applicable.

Note:

In the event of the dates referred to in this document happen to be a holiday; then the next working day shall be applicable.

Annex1 (Section2)**Attachment1****ATTACHMENT 1 to DATA SHEET****HURDLE CRITERIA****1. General:**

- 1.1 The evaluation of valid proposals received shall be carried out by the Tender Committee (TC) on the basis of responsiveness to the TOR and the criteria specified below.
- 1.2 The proposals received by RVNL in response to RFP shall be examined in four stages as under:

S.No.	Particulars	Criteria	Remarks
1	Responsiveness	Hurdle	Includes submission in accordance with the guidelines in the 'Instructions to Consultants'.
2	Hurdle Based Technical Evaluation	Hurdle	To be evaluated as per Clause 5.7.2.2 of Section 2
3	Quality Based Technical Evaluation	Marking and Rank System	To be evaluated as per Clause 5.7.2.3 to 5.7.2.4 of Section 2
4	Financial Evaluation	-	To be evaluated as per Clause 5.7.3 of Section 2
5	Combined Score Evaluation	-	DELETED

2. Responsiveness: To be examined as under:

S.No.	Item	Required Response
1	In case the consultant being interested in availing themselves benefit extended to MSEs in terms of ITC clause 15, has the Consultant enclosed the proof of their being MS E registered with agencies and supporting document(s) indicating terminal validity date of registration which is a date after the deadline for submission of proposals?	Yes
2	Is Proposal Security furnished? (Not applicable for MSEs being interested in availing themselves benefits extended to MSEs in terms of ITC clause 15)	Yes
3	Submitted P.O.A.?	Yes
4	In case of JV has the MOU been furnished?	Yes/Not

S.No.	Item	Required Response
		applicable (as the case may be)
5	Submitted audited Balance Sheets for last 3 financial years?	Yes
6	Has the firm submitted audited financial data for last 3 financial years in Form TECH-15 & TECH-16?	Yes
7	Has the firm submitted data regarding experience in Form TECH-28	Yes
8	Has the Consultant submitted CVs of Key Personnel in Form and 27?	Yes
9	Has the Consultant any conflict of interest?	No
10	Is the Consultant involved in any fraud and corrupt practices?	No
11	Has the consultant submitted affidavit that he is not disqualified under clause 1.2.2 (VII) of Section 2 Form TECH-3?	Yes
12	Has the Consultant submitted undertaking from the parent/holding company as per ITC Clause 1.2.2(I) in Form TECH-7?	Yes/Not applicable (as the case may be)
13	Whether undertaking for Staffing Schedule, approach and methodology has been submitted by the Consultancy firm in Form TECH-1?	Yes
14	Personnel: Whether undertaking to provide Personnel, other than Key Personnel, with qualifications and experience, as stipulated in the RFP document, has been submitted by the Consultancy Firm in Form TECH-1?	Yes
15	Has the consultant submitted Form-MII for Declaration for 'Local content'?	Yes
16	Has the consultant, who is claiming benefit as MSE, submitted the valid proof of registration with validity up to a date after the deadline for submission of proposals, issued by competent authority?	As Applicable

Annex 1 (Section 2)
Attachment2

DELETED

Annexure1 (Section-2)
Attachment3

Chapter – 3 SITE FACILITIES

3.0 SITE FACILITIES FOR THE CONSULTANT

Personal required to be deputed as per Schedule C of BOQ are required to be stationed in RVNL's Corporate Office at Delhi. Their attendance will be maintained by RVNL. Sitting arrangement, Printer, Stationary etc. will be provided by RVNL without any cost to the Consultant. Laptop Computers of suitable configuration including software commensurate with the job requirement shall be provided by Consultant at this cost.

For all other personnel arrangement shall have to be made by the Consultant at his own cost.

Annexure1 (Section-2)
Attachment4

(Table-1):EvaluationforMarksforKeyPersonnel

1. TeamLeader

Evaluation for Marks for Key Personnel (Expat)				Details		
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg and Project Management both		
		Criteria		Marks for relevant academic qualification		
		(a) Graduate or equivalent in Civil Engg		50		
		(b) Masters in Project Management		50		
Sub - Total for marks on basis of Academics			A			
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25	
			Marks	15	10-15 Pro-rata	
	3	<u>Relevant Experience:</u> Duration of experience of Construction / Construction supervision for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (Years)	>10	5-10	
			Marks	20	12-20 Pro-rata	
	4	* Project Management experience excluding the qualifying experiences in row 3 above, involving Cost estimation and Cost Control after Masters in Project Management for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (No.)	> 15	5-15	
			Marks	25	10-25 Pro-rata	
	5	Experience out of those qualifying experiences in row 4 above, involving bridges having effective span size more than or equal to 24 m and overall length of bridge is minimum 500m.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	6	Experience out of those qualifying experiences in row 4 above, involving tunnel length of minimum 1 KM or more.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	Sub - Total for marks on basis of Experience			B		
	Total marks for Academics and Experience (%)			A/5+4B/5		

NOTES:

*

ExperiencerelatingtoDPR/FLS/SurveyReportwillnotbeconsideredforevaluationofabovcriteria.

2. BridgeDesignEngineer

Evaluation for Marks for Key Personnel			Details		
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg	
		Criteria		Marks for relevant academic qualification	
		(a) Graduateor equivalent		85	
		(b) AdditionalmarksforPostGraduateorequivalentinStructuralEngg.		+15	
Sub - Total for marks on basis of Academics			A		
Experience (100 marks)	2	<u>Total Experience:</u> Durationoftotalexperienceinyears.	Criteria (Years)	>25	15-25
			Marks	15	10-15 Pro-rata
	3	<u>Relevant experience:</u> *Duration of experienceindetailed designing of bridgeforRailwaybridges,Roadbridges,Highspeed railbridges, Semi high speed rail bridges,DFCorridorbridges(Other thanMetrobridges) having effectivespansizemorethanorequalto 24mandoveralllengthof bridge is minimum500mwithanytypeof superstructure. Theexperienceshouldcoveratleast twobridgeshavingdeepfoundation (oneonpileandotheronwell).In case, one pile and one well foundationisnotdesigned,inthat case'NIL'markswillbegiven under thiscriteria.	Criteria (Years)	>12	7-12
			Marks	45	25-45 Pro-rata
	4	Design experience out of those qualifyingexperiencesinrow3above, PSCGirder type of superstructure. Underthiscriteria,markswillbeallotted even if 'NIL' marks is given inS. No. (3) above, due to "Deep Foundation"criteria.	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata
	5	Design experience out of those qualifyingexperiencesinrow3above, with Composite Girder type of superstructure. Underthiscriteria,markswillbeallottedevenif'NIL' marks is giveninS. No. (3)above,dueto "DeepFoundation"criteria.	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata

Evaluation for Marks for Key Personnel		Details
Sub - Total for marks on basis of Experience	B	
Total marks for Academics and Experience (%)	A/5+4B/5	

NOTE:

* Experience relating to DPR/FLS/Survey Report/Preliminary Design will not be considered for evaluation of above criteria.

3. Viaduct Design Engineer

Evaluation for Marks for Key Personnel			Details		
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg	
		Criteria		Marks for relevant academic qualification	
		(a) Graduate or equivalent		85	
		(b) Additional marks for Post Graduate or equivalent in Structural Engg.		+15	
Sub - Total for marks on basis of Academics			A		
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25
			Marks	15	10-15 Pro-rata
	3	<u>Relevant experience:</u> *Duration of experience in detailed design of viaduct for Metro having effective span size more than or equal to 24m and overall length of bridge is minimum 500m with any type of superstructure. The experience should cover at least two bridges having deep foundation (one on pile and other on well). In case, one pile and one well foundation is not designed, in that case 'NIL' marks will be given under this criteria.	Criteria (Years)	>12	7-12
			Marks	45	25-45 Pro-rata
	4	Design experience out of those qualifying experiences in row 3 above, segmental PSC Girder type of superstructure. Under this criteria, marks will be allotted even if 'NIL' marks is given in S. No. (3) above, due to "Deep Foundation" criteria.	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata
	5	Design experience out of those qualifying experiences in row 3 above, with Composite Girder type of superstructure. Under this criteria, marks will be allotted even if 'NIL'	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata

Evaluation for Marks for Key Personnel			Details	
		'marks is given in S. No. (3) above, due to "Deep Foundation" criteria.		
Sub - Total for marks on basis of Experience			B	
Total marks for Academics and Experience (%)			A/5+4B/5	

NOTE:

* Experience relating to DPR/FLS/Survey Report/Preliminary Design will not be considered for evaluation of above criteria.

4. Tunnel Design Engineer

Evaluation for Marks for Key Personnel			Details		
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg/ Mining Engg	
		Criteria		Marks for relevant academic qualification	
		(a) Graduate or equivalent		85	
		(b) Additional marks for Post Graduate or equivalent		+15	
Sub - Total for marks on basis of Academics			A		
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25
			Marks	15	10-15 Pro-rata
	3	<u>Relevant Experience:</u> *Duration of experience in detailed design of tunnel and Design Support during construction and / or Construction by NATM / Observational / TBM method for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (Years)	>12	7-12
			Marks	45	25-45 Pro-rata
	4	<u>Design and / or Construction supervision Experience:</u> Out of those qualifying experiences in row 3 above, with finished X-section of 30 M ² or more and single continuous tunnel length of minimum 3 KMs.	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata
	5	<u>Design and / or Construction supervision Experience:</u> Out of those qualifying experiences in row 4 above, with single continuous tunnel length of minimum 6 KMs.	Criteria (No.)	> 5	2-5
			Marks	20	10-20 Pro-rata
Sub - Total for marks on basis of Experience			B		

Evaluation for Marks for Key Personnel		Details
Total marks for Academics and Experience (%)	A/5+4B/5	

NOTE:

* Experience relating to DPR/FLS/Survey Report/Preliminary Design will not be considered for evaluation of above criteria.

5. Geologist

Evaluation for Marks for Key Personnel (Expat)			Details			
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg/ Mining Engg /Geology		
		Criteria		Marks for relevant academic qualification		
		(a) Graduate or equivalent		85		
		(b) Additional marks for Post Graduate or equivalent		+15		
Sub - Total for marks on basis of Academics			A			
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25	
			Marks	15	10-15 Pro-rata	
	3	<u>Relevant Experience:</u> *Duration of geology dependent tunnelling experience by NATM / Observational / TBM method for Rail / Metro Project.	Criteria (Years)	>12	7-12	
			Marks	45	25-45 Pro-rata	
	4	<u>Relevant Experience:</u> Out of qualifying experiences in row 3 above with finished X-section of 30 M ² or more and single continuous tunnel length of minimum 3 KMs.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	5	<u>Relevant Experience:</u> Out of qualifying experiences in row 3 above with single continuous tunnel length of minimum 6 KMs.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	Sub - Total for marks on basis of Experience			B		
	Total marks for Academics and Experience (%)			A/5+4B/5		

* Experience relating to DPR/FLS/Survey Report/Preliminary Design will not be considered for evaluation of above criteria.

6. Geotechnical Engineer

Evaluation for Marks for Key Personnel (Expat)			Details			
Academics (100 marks)		Qualifications in Relevant Field	Relevant Field	Civil Engg/ Mining Engg / Geotech Engg		
	1	Criteria		Marks for relevant academic qualification		
		(a) Graduate or equivalent		85		
		(b) Additional marks for Post Graduate or equivalent		+15		
Sub - Total for marks on basis of Academics			A			
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25	
			Marks	15	10-15 Pro-rata	
	3	<u>Relevant Experience:</u> *Duration of geotechnical related tunnelling / underground structures experience by NATM / Observational / TBM method for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (Years)	>12	7-12	
			Marks	45	25-45 Pro-rata	
	4	<u>Relevant Experience:</u> Out of those qualifying experiences in row 3 above, with finished X-section of 30 M ² or more and single continuous tunnel length of minimum 3 KMs.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	5	<u>Relevant Experience:</u> Out of qualifying experiences in row 3 above with bridges having effective span size more than or equal to 24 m and overall length of bridge is minimum 500m.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	Sub - Total for marks on basis of Experience			B		
	Total marks for Academics and Experience (%)			A/5+4B/5		

NOTE:

* Experience relating to DPR/FLS/Survey Report/Preliminary Design will not be considered for evaluation of above criteria.

7. E&M Engineer

Evaluation for Marks for Key Personnel (Expat)				Details		
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Electrical / Mechanical Engg		
		Criteria		Marks for relevant academic qualification		
		(a) Graduate or equivalent		85		
		(b) Additional marks for Post Graduate or equivalent		+15		
Sub - Total for marks on basis of Academics			A			
Experience (100 marks)	2	<u>Total Experience:</u> Duration of total experience in years.	Criteria (Years)	>25	15-25	
			Marks	15	10-15 Pro-rata	
	3	<u>Relevant Experience:</u> *Duration of experience in detail design of tunnel for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (Years)	>12	7-12	
			Marks	45	25-45 Pro-rata	
	4	<u>Design and / or Construction supervision Experience:</u> Out of those qualifying experiences in row 3 above, with finished X-section of 30 M ² or more and single continuous tunnel length of minimum 3 KMs.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	5	<u>Design and / or Construction supervision Experience:</u> Out of those qualifying experiences in row 4 above, with single continuous tunnel length of minimum 6 KMs.	Criteria (No.)	> 5	2-5	
			Marks	20	10-20 Pro-rata	
	Sub - Total for marks on basis of Experience			B		
	Total marks for Academics and Experience (%)			A/5+4B/5		

8. Alignment Design Engineer

Evaluation for Marks for Key Personnel (Expat)				Details	
Academics (100 marks)	1	Qualifications in Relevant Field	Relevant Field	Civil Engg	
		Criteria		Marks for relevant academic qualification	
		(a) Graduate or equivalent		85	

Evaluation for Marks for Key Personnel (Expat)				Details		
		(b) Additional marks for Post Graduate or equivalent		+15		
Sub - Total for marks on basis of Academics			A			
Experience (100 marks)	2	<u>Total Experience:</u> Durationoftotalexperienceinyears.	Criteria (Years)	>25	15-25	
			Marks	15	10-15 Pro-rata	
	3	<u>Relevant Experience:</u> *Duration of alignment design using Open Rail Designer (erstwhileMx Rail) or similar software for Railway, Metro, High speed rail, Semi high speed rail, DFC corridor and Highway projects.	Criteria (Years)	>12	7-12	
			Marks	25	15-25 Pro-rata	
	4	Out of those qualifying experiences in row 3 above, involving minimum length of at least 30 KM length and single continuous tunnel length of minimum 3 KMs in other than Metro Projects.	Criteria (No.)	>8	4-8	
			Marks	30	15-30 Pro-rata	
	5	Out of those qualifying experiences in row 3 above, involving Metro Projects with minimum 10 KMs length.	Criteria (No.)	> 8	4-8	
			Marks	30	15-30 Pro-rata	
	Sub - Total for marks on basis of Experience			B		
	Total marks for Academics and Experience (%)			A/5+4B/5		

General Notes applicable to all key personnel:

1. The proposed personnel should either be on the regular roll of the Company or he should be employed in the Company or Company's roll of employee with 28 days from the date of issue of LOA. Consultant shall have submit requisite proof of employment as required by the Employer.
2. Under the experience criteria if the personal is having less experience than the lower limit of the prescribed range then he / she will be assigned zero marks against that criteria.
3. If the minimum academic qualifications of the proposed key personnel is not in the relevant field as defined in the academics criteria, he / she shall be considered ineligible and assigned Zero marks for both academic and experience criteria. However, the consultant shall provide replacement acceptable to the employer with stipulated qualification and experience and not scoring less than the minimum 70% marks, at the time of initial deployment in case work is awarded to them.
4. A good working knowledge of English Language (should be able to speak coherently, read and write which can be understood by person with normal knowledge of English) is essential for Key Personnel on this assignment. Key

- Personnel not having good working knowledge of English, as certified by the personnel himself and the authorised representative of the bidder in respective CV, will be assigned ZERO marks.
5. If so requested by the Employer, for Personnel other than those listed above, the Consultants shall submit their CVs with the specified qualification and experience for deployment.
 6. Marks in each criteria/sub-criteria will be rounded off to two decimal places only.
 7. Each Key Personnel is expected to score at least 70% marks for being eligible for deployment in the proposed position. Each Other than Key Personnel is expected to have minimum eligibility requirement as indicated in the bid document at the time of deployment.
 8. Equivalent academic qualification must have supporting document for justification. In Indian context, diploma means a 3 year course, Graduation means a 4 year course, post-graduation means a 1-2 year course after graduation and Doctorate means specialized course after post-graduation.
 9. The age of proposed personnel shall be not more than 67 years as on the deadline for submission of the proposal subject to physical fitness. Any expert above the age of 67 years as on the deadline for submission of proposal shall be given ZERO points.
 10. All required items of CV pertaining to Academics and Experience will be assessed during bid evaluations as well as later during initial deployments as per requirements of bid document. The CV's should include the required details given in Table-1 at Attachment-4 of Annexure-1 (Section 2) for each type of personnel. In case, any of these details are not included in the CV, the marks allotted for that criteria will be ZERO.
 11. If a person is proposed by multiple consultants / bidders and the person gets different marks for different consultants / bidders, then the lowest marks in any of the CV shall be assigned to uniformly to all the bidders who have proposed said person(s).
 12. In case the proposed personnel is not eligible in terms of ITC 1.2.2 (III) (d), then the personnel shall be disqualified and his CV shall be assigned ZERO marks and for eligible personnel, weightage in evaluation of CVs shall be as per Academics and Experience requirements given in Table-1 and Table-2 at Attachment-4 of Annexure-1 (section 2) for each type of personnel.
 - 13.

PROPOSAL FORMS

(Technical & Financial)

SECTION 3

CONTENTS

FormNo.	Description
TECHNICAL FORMS	
Form TECH-1(TPSF)	Technical Proposal Submission Form(TPSF)
FormTECH-2(POA-SE)	Format for Power of Attorney for Authorised Signatory of Single Entity
FormTECH-3(Affidavit-1)	Format for Affidavit to be submitted by the Consultant along with the Proposal
FormTECH-4(Affidavit-2)	Deleted
Form TECH-5(BG-1)	Proposal Security
Form TECH-6(BG-2)	Form of Contract Performance Security
FormTECH-7(Holding)	Format for undertaking to be submitted by parent / holding company of the consultant
FormTECH-8(JV/1)	Pro-forma letter of participation from each partner of Joint Venture (JV)
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FormTECH-15(NW)	Financial Situation
FormTECH-16(TO)	Annual Consultancy Turnover for the last 3 years
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FormTECH-18/1to18/2	Self-Evaluation for Hurdle criteria and Quality based Selection.
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FormTECH-22	Deleted
FormTECH-23A	Deleted
FormTECH-23B	Deleted

FormNo.	Description
FormTECH-24	Deleted
FormTECH-25(QC)	Deleted
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FormTECH-26B	Team Composition, Task Assignments and Summary of CV Information
FormTECH-27(CV)	Curriculum Vitae (CV) format for the Key personnel
AnnextoFormTECH-27(CV)	Self-Evaluation by the Personnel
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Form TECH-28(EXP)(DDC)	Organizational experience of having provided detailed design
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FormTECH-30	Format for undertaking under Clause 1.2.2 (III) (b) for deployment of Personnel
FormTECH-31	Format for providing details of Shareholders (constituting majority shareholding) as a proof of fulfilling eligibility under clause 1.2.2 (i) (c)
Form TECH-31	For of declaration for Make In India

FINANCIALFORMS
(Tobesubmittedinseparateenvelope)

FORM FIN-1	Financial Proposal Submission Form
FORM FIN-2	Format for submission of rates by bidders (Schedule A,B & C)

TECHNICAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....
.....

To:

GM/METRO-CIVIL/CO

RAILVIKASNIGAMLIMITED

1ST Floor, August Kranti Bhawan, Bhikaji Cama Place,
Africa Avenue, New Delhi-110066

Dear Sir,

Sub:.....

Ref:

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide Pre-Bid and Post-Bid Services in conformity with the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28 (Twenty-eight) days of issued date of letter of award.
 - (ii) Enter into the contract agreement within 28 (Twenty-eight) days of issue of Draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. I/We undertake that:
 - i. In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 - ii. Key Personnel whose CV was submitted along with the proposal, will be deputed for work without any delay after receipt of Letter of Acceptance (LOA).

We will submit a list of names of personnel and other Personnel immediately required as indicated in the notification of award and/or as indicated separately by RVNL in, within a period of 30 days from the issue of notification of award and/or as indicated separately by RVNL.

- iii. We certify that we do not have any conflict of interest in submission of this proposal nor we will take up any assignment in future which will be in conflict with the present assignment, in accordance with ITC clause 1.6.
5. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
6. I/We agree to allow RVNL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
7. Our proposal is valid for 120 days beyond the date of opening of technical proposal and will be binding on us.
8. We have not made any tampering or changes in the RFP documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of proposal security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.
9. I/We declare that I/We are not liable to be disqualified in accordance with ITC 1.2.2(VII) and for this we have furnished the affidavit.
10. I/We declare that I/We have no financial or managerial ties with other organization that can influence our professional judgment / independence for the assignment. I/We undertake that in case such situation arises in future, the same will be brought to the notice of Employer without any loss of time.
11. I/We understand that; the Rail Vikas Nigam Limited is not bound to accept any proposal that the Rail Vikas Nigam Limited may receive.

Yours faithfully,

Section 3 Proposal Forms

.....
Signature of authorised signatory of Consultant (Seal)

Address:.....

.....
.....

Enclosures: **As per ITC, except for Forms FIN-1 to FIN-2**

FORMTECH-2(POA-SE)

FORMATFORPOWEROFATTORNEYFORAUTHORISED SIGNATORY OF SINGLE ENTITY

POWEROFATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power

of Attorney. Powers of Attorney issued outside India have to be authenticated by an Indian Consulate official or duly apostilled and duly translated in English.)

Know all men by these presents, we.....

(Name of Consultant with address of the registered office) do hereby constitute,

appoint and authorize Mr./Ms (name and residential address

..... who is presently employed with us and holding the position of

..... as our attorney, to do in our name and on our behalf, all such acts,

deeds and things necessary in connection with or incidental to "Pre-Bid and Post-Bid

Services....." including signing and submission of all documents and providing

information/response to, RVNL, representing us in all matters, dealing with Rail Vikas

Nigam Limited in all matters in connection with our bid for the said project.

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

Dated this the..... day of..... 2022

.....

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory) Seal

of Company

Witness

Witness 1:

Witness 2:

Name:
Address:
Occupation:

Name:
Address:
Occupation:

***Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

FORMTECH-3 (AFFIDAVIT-1)**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE CONSULTANT ALONG WITH THE PROPOSAL**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name _____ of the Consultant. Affidavit issued outside India has to be authenticated by an Indian Consulate official and duly apostilled and duly translated in English.)***

I.....(Name and designation)**.....appointed as the attorney/authorized signatory of the Consultant, M/s. _

_____ (hereinafter called the consultant)

for the purpose of the Proposal for the Project Management Consultancy of _

_____ as per the RFP No. _____ of RVNL,

do hereby solemnly affirm and state on behalf of the Consultant as under:

1. *That the Consultant has not been Blacklisted/ banned for business dealing for all Government Departments, or by Ministry of Railways or by RVNL at any time and/or no such blacklisting is in force as on the deadline for submission of proposals.
2. *That none of the previous contracts of the Consultant had been terminated/rescinded for Consultant's failure by Rail Vikas Nigam Ltd. during the period of last 2 years before the deadline for submission of proposals.
(Add Proviso of Clause 1.2.2 VII(b) of ITC suitably, if any Contract was so terminated).
3. That the Consultant is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the proposals.
4. *That the name of the Consultant is not on the list of "Poor Performer" of RVNL as on the deadline for submission of proposals.
5. We declare that the Consultant have not either changed their name or created a new business entity as covered by the definition of

"Allied Firm" under para 1102(iii) of chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealers or suspended business dealers or having been declared as poor performer.

6. "I have read the clause regarding restrictions on procurement from a bidder of a country which share land border with India. I certify that:

@This Consultant or its beneficial owner is not from such a country

OR

This Consultant or its beneficial owner is from such a country and the Consultant or its beneficial owner has been registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the proposal by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that in case we cease to fulfil the requirements of the eligibility and qualifying criteria at any time after opening of proposals and till finalization of proposals, it will be our bound duty to inform the Employer of our changed status immediately and in case of our failure to do so, our proposal shall be rejected and proposal security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Proposal or Performance Security. We shall also be liable for Banning of Business dealers up to a period of five years.
10. We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the proposal security. Further, we *[insert name of the consultant]***

__understandthatweshallbeliableforbanningofbusinessdealingsuptoaperiodoffiveyears.

11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Proposal or Performance Security and banning of business dealings for a period of up to five years.

SEALANDSIGNATUREOFTHECONSULTANT

Verification:

Verified on __ day of __ at ____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed therefrom.

SEALANDSIGNATUREOFTHECONSULTANT

**Modify the contents wherever necessary, in terms of sub-clause 1.2.2 ITC.*

***The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Consultant.*

Attestation before Magistrate/Public Notary

FORMTECH-4(AFFIDAVIT-2)

Deleted

FORMTECH-5(BG-1)

**Proposal Security
Bank Guarantee**

*(On non-judicial stamp paper of the appropriate value in accordance with stamp Act.
The stamp paper to be in the name of Executing Bank).*

[Insert Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: ***[Insert Name and Address of Employer]*** (hereinafter called “the Employer”)]

Date:

Proposal Security No.:.....

We have been informed that ***[Insert name of the Consultant]***.....
(hereinafter called "the Consultant") intends to submit to you its proposal (hereinafter called "the Proposal") for the GENERAL CONSULTANCY Services for the.
[insert name of work] under Invitation for Request for Proposals No.
.dated . . . ("the RFP").

WHEREAS, the Consultant is required to furnish Proposal security for the sum of ***[Insert Value of Proposal Security required]***, in the form of bank guarantee, according to your conditions of RFP.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of ***[Insert Value of Proposal Security required]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
5. The Bank agrees that no change, addition, modifications to the terms of the RFP document or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]* till***[insert date, which should be minimum 42 days beyond the expiry of proposal validity date in the RFP]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of proposal security.
7. The Bank Guarantee is unconditional and irrevocable.

- 8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Consultant in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place..... *[Signature of Authorized person of Bank]*

[Name in Block letters]

[Designation]

[P/Attorney]No.....

Bank's Seal

Witness:

1. Signature

Name & Address & Seal

[P/Attorney]No.....

2. Signature

Name & Address & Seal

[P/Attorney]No.....

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

FORMTECH-6(BG-2)

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

[Refer Clause 11 of Instructions to Consultants]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

GM/METRO-CIVIL/CO

For and on behalf of

The Chairman and Managing Director, R

ail Vikas Nigam Limited,

1st Floor, August Kranti Bhawan, Bhi

kaji Cama Place, R.K. Puram, New

Delhi-110066.

WHEREAS, Rail Vikas Nigam Limited, hereinafter called the **Employer**, acting through ***[Insert Designation and address of the Employer's Representative]*** has accepted the proposal of ***[Insert Name and address of the Consultant]***, hereinafter called the **Consultant**, for the work of ***[Insert Name of Work]***, vide Notification of Award No. ***[Insert Notification of Award No.]***.

AND

WHEREAS, the Consultant is required to furnish performance security for the sum of ***[Insert Value of Performance Security required]*** in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

AND

WHEREAS, ***[Insert Name of the Bank]***, with its Branch ***[Address]*** having its Headquarters office at ***[Address]***, hereinafter called the **Bank**, acting through ***[Designation(s) of the authorised person of the Bank]***, have, at the request of the Consultant, agreed to give guarantee for performance security as hereinafter contained:

1. KNOW ALL MEN by these presents that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Consultant or Bank. The demand made by the Employer shall be final, conclusive and binding on the Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the specified completion period for the consultancy contract]***. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in part totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry Date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer hereinbefore used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of

Consultant in favour of the Employer is available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date.....

Place.....

[Signature of Authorised person of Bank]
[Name in Block letters].....
[Designation].....
[P/Attorney] No.....

Bank's Seal
[P/Attorney] No.....

Witness:

- 1. Signature
Name & Address & Seal
- 2. Signature
Name & address & Seal

Note:

- 1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
- 2 In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be countersigned and authenticated by Indian operation branch of the said bank.
- 3 The Bank Guarantee should be duly attested by Notary public with notarial stamps of appropriate value affixed thereon.

FORMTECH-7(HOLDING)

**FORMATFORUNDERTAKINGTOBESUBMITTEDBYPARENT/HOLDINGCOMPANY
OF THECONSULTANT**

**(TobesubmittedincasetheConsultantisutilizingcredentialsofParent/HoldingCompany)(Tobee
xecuted ontheletterhead oftheparent/holding company)****

I.....(Nameanddesignation)**appointedastheattorney/authorizedsignatory#of
.....(NameofParent/HoldingCompany)**beingParent/HoldingCompany(herein
aftercalledtheParentCompany)oftheConsultant,M/s._____
__(hereinaftercalledtheconsultant)forthepurposeoftheProposalforthePre-bid and Pot-
Bid services aspertheRFPNo.....ofRVNL,dohereby solemnly affirm
and state on behalf of the Parent Company that we will be providingthe financial
and technical back up to the Consultant for the satisfactory completion of
theConsultancy mentioned above and in case of failure of the Consultant, we as well
as oursubsidiary companies will be wholly responsible for the services proposed to
be rendered bytheConsultant.

SIGNATUREOF THEAUTHORISED SIGNATORY

SEALOF THEPARENTCOMPANY

***The contents inItalics are onlyfor guidance purpose and details as appropriate, are
tobefilledinsuitably.*

*# The documentary proof for authorizing the signatory on behalf of the parent
company intheformofResolution of thecompany,powerofattorneyetc.asapplicable.*

FORMTECH-8(JV/1)

**PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF
JOINT VENTURE (JV)
(Oneach Firm's Letter Head)**

No....

Dated

From:

.....

.....

To,

The Chairman and Managing Director,
Rail Vikas Nigam Limited,
1st Floor, August Kranti Bhawan,
Bhikaji Cama Place, R. K. Puram,
New Delhi-110 066.

Gentlemen,

Re: ... " [Insert name of work]..... " .

Ref: Your notice for Instruction to Consultant (ITC)

1. We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture by name of ----- with for the purposes associated with RFP referred to above.

*(Members who are not the lead partner of the JV should add the following paragraph)**

2. The JV is led by ... whom we hereby authorize to act on our behalf for the purposes of submission of Bid for and authorize to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

Or

*(Member(s) being the lead member of the group should add the following paragraph)**

2 'In this group we act as leader and, for the purposes of applying for qualification, represent the Joint Venture:'

3. In the event of our group being awarded the contract, we agree to be jointly with (names of other members of our JV) and severally liable to the Rail Vikas Nigam Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Rail Vikas Nigam Limited and our JV.
4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully,

(Signature)

(Name of Signatory).....

(Capacity of Signatory).....

Seal

*** Delete as applicable**

FORM TECH-9(JV/2-POA)

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE
(JV) PARTNERS**

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney. Powers of Attorney issued outside India have to be authenticated by an Indian Consulate official or duly apostilled and duly translated in English)

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr/Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofIncluding signing and submission of all documents and providing information/responses to Rail Vikas Nigam Limited, representing us in all matters, dealing with Rail Vikas Nigam Limited in all matters in connection with our bid for the said project.

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

Dated this the day of 20....

.....

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:

Occupation:

Occupation:

**Notes:*

- i) To be executed by all the partners individually, in case of a Joint Venture.
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM TECH-10(JV/3-POA)**FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT VENTURE (JV)**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney. Powers of Attorney issued outside India have to be authenticated by an Indian Consulate official or duly apostilled and duly translated in English.)

POWER OF ATTORNEY¹

Whereas Rail Vikas Nigam Limited has invited Bids for the work of

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s., and M/s. are interested in submission of bid for the work of ...*[Insert name of work]*... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project, as may be necessary in connection the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Rail Vikas Nigam Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of 20....

.....

(Signature)

.....

(Name in Block letters of Executant)

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

1. To be executed by all the Partners of the JV, except the lead Partner.
2. ***The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.***

FORM TECH-11(JV/4)**DRAFT MEMORANDUM OF UNDERSTANDING (MOU²)**

**For
JOINT VENTURE PARTICIPATION
BETWEEN**

*M/s having its registered office at (hereinafter referred to as) acting as the Lead Partner of the first part,
and*

M/shaving its registered office at (hereinafter referred to as '.....') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as " the Parties" and individually as " the Party"

WHEREAS:

Rail Vikas Nigam Limited (RVNL) [hereinafter referred to as "Employer"] has invited bids for ... "[Insert name of work]....."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i) Notice for Bid, and*
- ii) Bidding document*
- iii) Any Addendum/Corrigendum issued by Rail Vikas Nigam Limited*
- iv) The bid submitted on our behalf jointly by the Lead Partner.*

2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly in the name of -----

² *In case of existing Joint Venture, the certified copy of JV Agreement be furnished.*

3. M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate as the leader duly authorized to sign and submit

all documents and subsequent clarifications, if any, to the Employer. However M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner which shall be expeditiously given by M/s.....to M/s.....

4. The 'Parties' have resolved that the distribution of share and responsibilities between the JV partners (**Consultant shall ensure that the assigned responsibilities are commensurate with the Qualification Criterion being met by the respective JV partners under Clause 5.7 of Section-2, failing which the bid may be rejected**) is as under:-

- (a) Lead Partner share% ;
 Responsibilities
 (i)
 (ii)
 (iii)
- (b) Joint Venture Partner share% ;
 Responsibilities
 (i)
 (ii)
 (iii)

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

The Bid Security of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all

future partners through which JV is intended to be formed.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or*
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work*
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.*

15. This MOU is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s.,M/s& M/s..... and a copy submitted with the

bid.

16. This MOU shall be construed under the laws of India.

17. NOTICES BETWEEN JV PARTNERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner

Other Partner

.....

.....

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

FORM TECH-12(JV/5)**DRAFT FORMAT OF JOINT VENTURE AGREEMENT**

M/s having its registered office at (hereinafter referred to as) acting as the Lead Partner of the first part,

and

M/shaving its registered office at (hereinafter referred to as `.....') in the capacity of a Joint Partner of the other part.

The expressions of and shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS:

Rail Vikas Nigam Limited (RVNL) [hereinafter referred to as "Employer"] has invited bids for ... "[Insert name of work]....." Vide LOA No.....awarded contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this AGREEMENT.

- i) Notice for Bid, and
- ii) Bidding document
- iii) Any Addendum/Corrigendum issued by Rail Vikas Nigam Limited
- iv) The bid submitted on our behalf jointly by the Lead Partner.
- v) Letter of Acceptance issued by Rail Vikas Nigam Ltd.

2. The 'Parties' have studied the documents and LOA issued to enter into Joint Venture as under and have agreed to participate..

3. M/sshall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of execution, the parties agree to nominate as the leader duly authorized to sign and submit all documents and enter into correspondence with the Employer.

4. The 'Parties' have resolved that the distribution of share and responsibilities between JV partners **(Consultant shall ensure that the assigned responsibilities are commensurate with the Qualifying Criteria being met by the respective JV partners under Clause 5.7 of**

Section-2, failing which the bid may be rejected) is as under :-

- (a) Lead Partner share% ;
 Responsibilities
 (i)
 (ii)
 (iii)
- (b) Joint Venture Partner share% ;
 Responsibilities
 (i)
 (ii)
 (iii)

5. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this AGREEMENT on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer

7. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS

The Performance Security and other Securities of a JV shall be in the name of the JV that submits the bid.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project. Common expenses

shall be shared by both the parties in the ratio of their actual participation.

10. INDEMNITY

Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

12. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

13. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Delhi.

14. VALIDITY

This Agreement shall remain in force till the defect liability period is over and Securities are released.

15. This AGREEMENT is drawn in number of copies with equal legal strength and status. One copy is held by M/s and the other by M/s. &M/s and a copy submitted with the bid.

16. This AGREEMENT shall be construed under the laws of India.

17. NOTICES BETWEEN JV PARTNERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner.

Other Partner

.....

.....

.....

.....

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this AGREEMENT the day, month and year first before written.

M/s.....

M/s.....

.....

.....

(Seal)

(Seal)

Witness

1.....(Name & Address)

2..... (Name & Address)

FORMTECH-13(ELI-1)

Consultant's Information Sheet
(to be submitted by the bidder in case of Single Entity only)

Consultant's Information	
Consultant's legal name	
Consultant's country and year of constitution	
Consultant's year of Registration in India, if not constituted in India	
Consultant's legal address in country of constitution and as Registered in India	
Details of Consultant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The Consultant shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above.
2. Certificate of Constitution/Registration in India or any other country for foreign firms.

Firm's Name & Signature of authorized signatory (Seal)

FORMTECH-14(ELI-2)**JVInformationSheet**

Each member of a JV must fill in this form separately

Consultant 's legal name	
JV Partner's legal name	
JV Partner's country of constitution	
JV Partner's year of constitution	
JV Partner's legal address in country of constitution	
JV Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

The Consultant shall attach copies of the following original documents with the form:

1. Articles of incorporation or constitution of the legal entity named above.
2. Certificate of Constitution/Registration in India or any other country for foreign firms.
3. Authorization to represent the firm named above.

Firm's Name & Signature of authorized signatory (Seal)

FORMTECH-15(NW)

FINANCIAL SITUATION: NETWORTH

NAME OF CONSULTANT:

Block Year	Financial Data for Latest Year (in INR for Indian applicants and in US\$ for applicants of other countries)		
	Year 1		
1. Total Assets			
2. Total Liabilities			
3. Net Worth [= 1-2]			

1. The Consultant shall attach copies of the following original documents with the form:

Copies of the audited balance sheets, including all related notes, and income statements for the last three financial years, as indicated above, complying with the following conditions.

- All such documents that reflect the financial situation of the Consultant.
- Net Worth must be audited by a certified accountant.
- Net Worth must be complete, including all notes to the financial statements.
- Net Worth must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. In the event that the audited accounts for the latest Financial Year (Financial year immediately preceding current financial year in which the bid is being opened) are not available, the Consultant shall furnish information pertaining to last three financial years after ignoring the latest financial year.

3. Contents of this form should be certified by a Chartered Accountant/Auditor.

4. For filling up this form, use currency conversion procedure as detailed out in note below the hurdle criteria table under ITC clause 5.7.2.2.

5. In case a subsidiary is using credentials of their parent/holding company in terms of ITC 1.2.2 (I)(d), data and supporting documents of their parent/holding company shall also be submitted.

FORMTECH-16(TO)**FIRM'S AUDITED FINANCIAL DATA FOR LAST 3 FINANCIAL YEARS:**

S. No.	Particulars (Year)	Turnover from Consultancy Services in currencies whichever is applicable to the consultant		
		Other than USD /INR	USD	INR
1				
2				
3				
	Total Turnover of 3 years			
	Average Annual Turnover			

Note:

1. Please provide Audited Balance Sheets/Profit & Loss Accounts in support of Information given above. In the event that the audited accounts for the latest Financial Year (Financial year immediately preceding current financial year in which the bid is being opened) are not available, the Consultant shall furnish information pertaining to last three financial years after ignoring the latest financial year.
2. FORMTECH-16(TO) should be certified by Chartered Accountant.
3. In case an Indian subsidiary is using credentials of a foreign parent/holding company in terms of ITC 1.2.2I, figures and supporting documents of the parent/holding company shall be submitted.
4. If the balance sheets of the consultant or any of its constituents is in the currency other than INR and US\$, the same shall be converted to INR as per Note (h) of clause 5.7.2.2. of section-2 ITC. For evaluation purposes the figures of previous years either submitted in INR or already converted to INR as per above shall be updated @ 5% per year compounded annually based on Rupee value to bring them to the level of the last Financial Year specified in sub-clause.
5. If the Indian company is using the credential of parent/holding company whose balance sheet is in other than INR, then also conversions shall be done as mentioned in (4) above.

FORMTECH-17(WIP)

DELETED

FORMTECH-18/1**Summary of Marks of the Consultant for Quality based Selfevaluation****(Use relevant criteria for key personnel)**

	Summary of Marks claimed by the Consultant for Quality based Selfevaluation	Maximum marks	Marks Claimed	Folio No.
A	Experience of similar works as per clause 5.7.2.2.3 A (hurdle criteria) Section-2	320		
A.1	Completed similar contracts is as per clause 5.7.2.2.3 A (i) OR Completed similar contracts is as per clause 5.7.2.2.3 A (ii)	40		
A.2	Completed similar contracts is as per clause 5.7.2.2.3 B (i) OR Completed similar contracts is as per clause 5.7.2.2.3 B (ii)	40		
A.3	Completed similar contracts is as per clause 5.7.2.2.3 C (i) OR Completed similar contracts is as per clause 5.7.2.2.3 C (ii)	40		
A.4	Qualifying contracts as per Para A.1 above includes bridges having \geq double the span size as per clause 5.7.2.2.3 A.	70		
	Qualifying contracts as per Para A.2 above includes Viaducts having \geq double the length as per clause 5.7.2.2.3 B.	70		
	Qualifying contracts as per Para A.3 above include tunnels having \geq double the length as per clause 5.7.2.2.3 C.	70		
B	Approach and Methodology	50	Will be evaluated by Employer.	
C	Qualification and experience of Key Personnel Breakup of marks for each category of key personnel to be filled in separate Form Tech 18/2	620		
C.1	Team Leader	90	Team Leader	

	Summary of Marks claimed by the Consultant for Quality based Self-evaluation	Maximum marks	Marks Claimed	Folio No.
C.2	Bridge Design Engineer	90	Bridge Design Engineer	
C.3	Viaduct Design Engineer	90	Viaduct Design Engineer	
C.4	Tunnel Design Engineer	70	Tunnel Design Engineer	
C.5	Geologist	70	Geologist	
C.6	Geotechnical Engineer	70	Geotechnical Engineer	
C.7	E&M Engineer	70	E&M Engineer	
C.8	Alignment Design Engineer	70	Alignment Design Engineer	
Grand Total		1000	Total marks claimed (A+B+C)=	

Note:

Relevant submission with Folio Reference no. should be indicated in support of marks claimed in Column (4).

Firm's Name & Signature of authorized signatory (Seal)

FORMTECH-18/2

Breakup of marks for each category of key personnel proposed by the Consultant (According to criteria of Table-1 clause 5.7.2.4.4 of Section-2)

Breakup of marks for each category of key personnel proposed by the Consultant			Team Leader	Bridge Design Engineer	Viaduct Design Engineer	Tunnel Design Engineer	Geologist	Geotechnical Engineer	E&M Engineer
Academics (100 marks)	1	Criteria 1 of relevant Key personnel	Achievement						
		Marks							
Sub-Total for marks on basis of Academics			A						
Experience (100 marks)	2	Criteria 2 of relevant Key personnel	Achievement						
			Marks						
	3	Criteria 3 of relevant Key personnel	Achievement						
			Marks						
	4	Criteria 4 of relevant Key personnel	Achievement						
			Marks						
	5	Criteria 5 for relevant Key personnel	Achievement						
			Marks						
	Sub-Total for marks on basis of Experience			B					
	Total weight for Academics and Experience (%) (C)			A/5+4B/5					
Reference of CV at Folio No.									

Note: Relevant submissions with Folio Reference no. should be indicated in support of marks claimed for each personnel.

Firm's Name & Signature of authorized signatory (Seal)

FORM TECH-19

SUMMARY OF INFORMATION OF PROPOSED PERSONNEL

DELETED

FORM TECH-20 (CV)**CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL FOR EACH KEY PERSONNEL.**

1. PROPOSED POSITION :
2. NAME :
3. DATE OF BIRTH :
4. NATIONALITY :
5. PERSONAL ADDRESS :
- TELEPHONE NO. :
- MOBILE NO. :
- FAX NO. :
- E-MAIL ADDRESS :
6. EDUCATION :
(The years in which various Qualifications were obtained must be stated)
7. OTHER TRAINING :
8. LANGUAGE & DEGREE OF PROFICIENCY :
9. MEMBERSHIP IN PROFESSIONAL SOCIETIES :
10. COUNTRIES OF WORK EXPERIENCE :
11. EMPLOYMENT RECORD : Starting with present position, list in reverse order every employment held and state the start and end dates of each employment)

From	To	Name of Employer	Name of the Project, Specific section of Project, location &	Position Held	Mention whether worked as In-charge or one level below the In-charge of the Project/section of the project or any other	Description of Duties discharged including Works Undertaken	Any other relevant facts

			length		capacity		

Notes:

1. Under column 'Position held', mention the designation held i.e. Team Leader, Project Manager, Sr. Engineer etc. and clearly state if you were an employee of any Firm along with your designation or have worked as a consultant or an adviser.
 2. In case person has held more than one position in the same project, separate entry for each such position should be made in the above table including the duration of such assignment.
 3. Under the column 'Description of Duties discharged including Works Undertaken', clearly mention the type of work undertaken such as steel/PSC bridge construction etc. as applicable. Works done as freelancers will not be counted.
 4. In case, only month & year are mentioned instead of exact dates for any employment in 'From' and 'To' columns above, then for calculation purposes, total period for that employment will include intervening months plus one month for that employment, in case of discontinuity in service.
12. CERTIFICATION (Please follow exactly the following format. Omission will be seen as noncompliance)
- (i) I, the undersigned Certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. In case RVNL at any stage detects that misstatement have been made by me, it would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (ii) I have not been removed by Competent Authority of RVNL from any of the RVNL works without completing my assignment and shall be available to work with the consultants. In case I leave the assignment without approval of RVNL or I am removed by RVNL on account of some default, RVNL would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (iii) I hereby undertake that I will not leave RVNL assignment without giving a minimum notice of 30 days and handing over of all records. I understand that in case I do so then RVNL would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.

(a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.

(b) I have never been debarred from Project Management Consultancy by RVNL.

Or

(c) I was debarred from Project Management Consultancy by RVNL foryears from ../.. to ../.. and period of debarment is now over.

Note: Score out Item which is not applicable to you in (b) or (c) above. Fill up blanks with requisite details in case (c) is applicable.

SIGNATURE OF PROPOSED PERSONNEL

DATE OF SIGNING:.....Day.....MonthYear.....

Certified that information stated above has been verified by me."

- 13. NAME OF RE/CIVIL REPORTING TO PM/CIVIL:
(To be submitted only in case of PM/Civil is not having relevant Railway experience)

Signature of Consultant (Authorized signatory)

Seal

Full Name.....

Title.....

Address

Annexure to FORM TECH 20(CV) (National)

SELF-EVALUATION BY THE PERSONNEL

DELETED

FormTECH-21**Description of Approach and Methodology for Performing the Assignment**

(Refer to clause 1.2.2IV and 6.1 of ITC)

The assignment in this work is highly technical and as such requires competent consultant, clear understanding of the work, knowledge of International Standards & meticulous planning for timely and efficient implementation of the project.

Understanding Objectives, Methodology in execution to ensure highest quality standard, Innovativeness and Work Program are key components of the Technical Proposal.

The Consultant should present its Technical Proposal (maximum of 5 pages for each section, for the following four sections:

B.1 Understanding Objectives:

General Understanding of the consultancy requirement, coverage of principal components as specified in TOR. Evaluation of understanding will be based on how clearly the technical requirements of the work have been understood and brought out.

B.2 Quality of Methodology

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, 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.

Evaluation will be based on presented methodology and sample formats in which comments on Proof Check designs and drawings will be offered. Similarly, for detailed designs of structures degree of detail that will be provided through the drawings should be brought out. You should highlight the technical approach you would adopt to suggest remedial measures required for the structures / components of structures arising out of Proof Checking work. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

As the designs provided for validation may be prepared on variety of software, you should explain as to how the mismatch in the output at the time of proof checking / validation shall be handled.

B.3 Innovativeness

Workable suggestions on improvements to quality will be evaluated. Special emphasis will be on the implementable suggestions specific to this work. Proposed innovative improvements by means of latest software / tools in line

with state-of-the-art-technology is expected
inthissectionapartfromelaborationonqualityproposed inTOR.

B.4 PresentationabouttheaboveB.1toB.3

A presentation will be made by the Bidder on a date and time notified bythe Employer to further elaborate the details of the above items duringevaluationoftechnicalproposals.

Form TECH-22

Form TECH-23A

Form TECH-23B

Form TECH-24

Form TECH-25

Form TECH-26A

Form TECH-26B

Form TECH-27 (CV)

Annexure to Form TECH-27 (CV)

Form TECH-27 A

DELETED

FORM TECH-28(EXP)(DDC)

**ORGANIZATIONAL EXPERIENCE
OF HAVING PROVIDED CONSULTANCY SERVICES**

(Refer Para 5.7.2.2.3)

(Bidder should provide details of maximum 12 works each for Bridge, Elevated Metro and Tunnels duly filled in Form Tech-28(EXP)(DDC) which would be evaluated for marks in the order of page numbers. In case Bidder provides details of more than 12 works Bridge, Elevated Metro and Tunnels in the order of page numbers, no cognizance shall be given for the details of works beyond 12.).

AssignmentName:	
Country:	
LocationwithinCountry:	
SoleEntity/JV:	
Executed as(Consultant/Sub-consultant/Associate)	
NameofClient:	
ClientContactNo.:	
ClientAddress :	
ContractNoand date	
ContractValue	
Sector(Road,Railway, Metro, DFC, Highway etc.):	
StartDate(Month/Year):	
Completiondate(Month/Year):	
ValueofServicesreceivedup to28dayspriortodateofsubmissionofbid:	
Overallroute length:	
Tunnel / Spanlength:	
Tunnelling method (NATM, TBM, Observational etc.):	
Superstructure Type(s)	
Superstructure Shape(s)	
Typeoffoundation(s):	
Serviceprovided:	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:	
Narrative DescriptionofProject:	
Description ofActualServicesProvidedbyyourStaff:	

(For each experience consultant should attach Certificate from Employer giving at least above mentioned details failing which the claim of the Consultant shall be liable to be rejected. If any of the attribute is not relevant for a particular experience, mention 'Not Applicable'.).

Signature of Authorized Representative

Form TECH-29(EXP)

DELETED

FORM TECH 30**FORMAT FOR UNDERTAKING UNDER CLAUSE 1.2.2 (III) (b) FOR DEPLOYMENT OF PERSONNEL**

We undertake that from the list submitted by us for the personnel given in Table-1 (Expats), Table-2a (National), Table-2b (National) of Annexure-1, (Section-2) Attachment-4 and summary in Form TECH-19 along with the Curriculum Vitae of each Personnel in Form TECH-27 (Expats), Form TECH-20 (National) having the prescribed qualifications and experience, and approved by RVNL, required personnel at the required time as requested by RVNL, will be deployed within 60 days from the date of such request of the Employer.

In case of failure of deployment of key personnel within time period as stipulated above, RVNL will be entitled to a deduction @ 1% of the accepted monthly remuneration rate of that personnel per day of delay, for the first 90 days after the notice period of 90 days. For delay beyond first 90 days, a deduction @ 2% of the accepted monthly remuneration rate of that personnel per day of delay shall be applicable. [GCC clause 3.07 (a)].

Firm's Name & Signature of authorized signatory (Seal)

Form TECH-31**Format for providing details of Shareholders (constituting majority shareholding) as a proof of fulfilling eligibility under clause 1.2.2 (i) (c)**

Firm's Name			
S. No.	Name of the Shareholder	% Share	Country of Origin
1.			
2.			
3.			
4.			
5.			

Verification:

Verified on ____ day of ____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE COMPANY SECRETARY/AUDITOR

Form-TECH 32 (MII)

Declaration for 'Local content' in terms of Public Procurement (Preference to Make in India) Order 2017', as amended, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry

Ref: Tender Notice No.....

I / We declare that:

1. The offer submitted against the meets the 'Local Content' requirement as prescribed vide clause ITB 1.2.2 I.B and ITB 16.
2. The details of the location(s) where local value addition is made is as below:

% of local content in total BOQ cost:%

3. I / We also undertake that the 'Local Content' added in the entire work will be submitted along with the final bill.
4. *I / We have also enclosed certificate from statutory auditor or cost auditor of the company or from practicing cost accountant or chartered accountant. [* Not required for tenders with estimated value up to ₹10.0 Cr.]

Signature of the Consultant

Financial Forms- FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....
.....

To:

GM/METRO-CIVIL/CO,
Rail Vikas Nigam Limited,
7th Floor, New Administrative Building,
Central Railway, D.N. Road,
Mumbai CSMT – 400 001

Dear Sir,

Sub: Consultancy for:-

Ref: RVNL/MUMBAI/YTL-NED/DD&PMC Dated:

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide project management services for the implementation of the above named works in conformity with the contracts being awarded to Execution contractors up to the stage of completion of works up to Defect Liability Period as specified in the Terms of Reference.

2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28 (twenty eight) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 28 (twenty eight) days of issue of draft Contract Agreement papers.

3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We (Name of the Consulting Firm) submit herewith our Financial Proposal for selection of our firm/organization as Detailed Design and Project Management Consultant for the above mentioned Project.
5. Our attached financial proposal is for the sum of Rs. (Rupees only) inclusive of all taxes but exclusive of Goods and Service Tax (GST).
6. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the proposal, i.e. 180 days beyond the date of opening of Technical Proposal and will be binding on us.
7. If negotiations are held during the validity of the Proposal, we undertake to Negotiate on the basis of proposed staff. Our proposal is binding upon us and subject toModifications from contract negotiations.
8. I/We undertake that, in competing for and in executing (if the award is made to us) the above contract, we will strictly observe the laws of the land in force against fraud and corruption.
9. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
10. I/We agree to allow RVNL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
11. Our financial proposal shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the proposal .i.e. 180 days beyond the date of opening of technical proposal and will be binding on us.
12. We have not made any tampering or changes in the RFP documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if LOA has been issued.

- 13. *I/We* understand that, the Rail Vikas Nigam Limited is not bound to accept any proposal that the Rail Vikas Nigam Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Consultant
(Seal)

Address:

.....

Enclosures: As per ITC **Form** FIN-2

Financial Forms- FORM FIN-2
Format for Submission of Rates by Bidders

(Bidders are instructed to submit rates in the Excel Sheet up loaded, **not in this format**)

Schedule	Amount in ₹
Schedule A : Pre-Bid Services	
Schedule B : Post-Bid Services	
Schedule C : Monthly Remuneration	
Grand Total (in figures)	
Grand Total Amount (In words):.....	

Schedule A: Pre-Bid Services

Item No.	Description	Quantity	Unit	Rate ₹	Amount ₹
A.1	Site Visit of Key Personnel for assessment of various project specific details, design parameters, validation of site specific details by visual inspection / indirect methods etc. / accompanying RVNL team. Note:				
	<ul style="list-style-type: none"> • The rate excludes cost of travel from Delhi / NCR to project site, hotel accommodation and transportation at project site which shall be paid separately as per note below. • For the purpose of payment, 'Day' means calendar date in which minimum 10 hours are spent in project area / locality including travel from Home Station. • These rates are applicable for Post-Bid services also. 				
	a. Team Leader	480	Days		
	b. Bridge Design Engineer	450	Days		
	c. Viaduct Design Engineer	90	Days		
	d. Tunnel Design Engineer	60	Days		
	e. Geologist	120	Days		
	f. Geotechnical Engineer	540	Days		
	g. E&M Engineer	60	Days		
	h. Alignment Design Engineer	60	Days		
A.2	Validation of surface and sub-surface information by conducting required tests as directed by Engineer. The rate includes cost of manpower, machinery, mobilisation, demobilisation etc. complete.				
	a. Exploratory drilling of Boreholes 150 mm diameter boreholes in all	5400	Meter (along bore hole)		

Item No.	Description	Quantity	Unit	Rate ₹	Amount ₹
	type of soil including conducting standard penetration test at specified depth and collection of disturbed, and undisturbed samples from bore holes, sampling, testing and interpretation of results				
	b. Drilling of Nz size bore holes (75 mm diameter) in all types of rock (boulders, weathered and fresh rock) and collection of rock core samples from bore holes at tunnel sites, testing and interpretation of result.	1800	Meter (along bore hole)		
	c. Seismic Refraction Survey including data acquisition, data processing and interpretation of results.	9600	Meter (along test line)		
	d. 2-D Resistivity image mapping including data acquisition, data processing and interpretation of results	9600	Meter (along test line)		
A.3	Suggesting cost effective alternative structure type and span configuration	Equal to estimated number of structures			

Item No.	Description	Quantity	Unit	Rate ₹	Amount ₹
	by Preparing the General Arrangement Drawings of each option including tentative cost of construction of each alternative taking in to account construction methodology, availability of construction material etc.	likely to be quoted.			
	i. Bridges	5700	Nos		
	ii. Tunnels (Civil design only)	390	Nos		
	iii. Tunnels (E&M Design)	390	Nos		
	iv. Pre-engineered Building Design	60	Nos		
A.4	Submission of Bill of Quantities (BOQ) to the Employer in the prescribed format for estimation of cost of structure for bidding purposes including temporary structures, launching schemes, testing etc. The submission must include write-up covering construction methodology in sufficient details required for assessment of cost, as detailed in Section 4 Terms of Reference.	Equal to estimated number of structures likely to be quoted.	Nos		
	i. Bridges	150	Nos		
	ii. Tunnels (Civil design only)	60	Nos		
	iii. Tunnels (E&M Design)	60	Nos		
	iv. Pre-engineered Building Design	30	Nos		

Item No.	Description	Quantity	Unit	Rate ₹	Amount ₹
Total for Schedule A					
Total for Schedule A in words					

Schedule B: Post-Bid services

Item No.	Description	Estimated cost of construction in ₹ Cr	Unit	Rate ₹	Amount ₹
B.1	Detailed Design and issuing working drawings as per detailed scope of work and deliverables defined in Section 4 Terms of Reference. Item includes all ancillary structures and provisioning for system requirements.				
	a. Bridges Note: Overall length is the length between bearings of two abutments.				
	i. Overall length ≤ 50m	1406	% of construction cost		
	ii. Overall length >50m - ≤250m	1875			
	iii. Overall length >250m - ≤1000m	6093			
	iv. Overall length >1000m	3168			
	b. Tunnels (All aspects of Civil Engineering designs only) Note: Length is the distance between two portals excluding escape tunnels, adits etc.				
	i. Length ≤2KMs	1950	% of civil construction cost		
	ii. Length > 2 KMs & ≤3KMs	2925			
	iii. Length >3KMs	4875			
	c. Tunnels (E&M Designs) including simulation, safety and emergency handling facilities	243.75	% of E&M construction cost		
	d. Pre-engineered Building Design (all engineering disciplines and structure from foundation to roof all complete including solar system etc.)	4.875	% of construction cost		
Total for Schedule B					
Total for Schedule B in words					

Schedule C: Monthly Remuneration

Item No.	Description	Duration	Unit	Rate ₹	Amount ₹
C.1	Document Controller	36	Months		
C.2	Assistant Document Controller	36	Months		
Total for Schedule C					
Total for Schedule C in words					

Note:

1. Depending on the bidding requirement of Employer, Consultant will be assigned the job.
2. For details of scope of work, deliverables and payment schedule, refer Section 4 TOR.
3. Cost of services of support staff is required e.g. for presentation, drafting etc. the same is considered to be included in the rates. Services of Professionals / Discipline experts shall be payable extra as per rates to be decided during execution.
4. Schedule B will be operated for only those works where Employer is able to win award of the contract. Consultant shall not have any claim, whatsoever, due to non-operation of the Schedule B (partial or full) when Employer is not able to win an award.
5. 'Success Fee', i.e. an amount payable to the Consultant on whose advice Employer is able to secure an award, will be 100% of the awarded cost of Pre-bid service of relevant structure for which Value Engineering was done by the Consultant. 50% of this Success Fee will be paid on receipt of Letter of Award by the Employer and balance 50% will be paid on completion of construction where variation in quantities of major items have not exceeded by more than 10%.
6. For the purpose of payment in Schedule B above, estimated cost of the structure will be assessed based on Cost Estimates of the Employer. Any increase / decrease in cost during construction will not be accounted for in assessing the fee of the consultant.
7. The quoted rates include Design Support / suggest remedial measures during construction and nothing extra will be paid on this account except payment as per Item A.1 of Schedule A above.
8. **Minimum Quarterly Payment:** Employer shall pay minimum quarterly amount as calculated below:
 - i. Retainership Charges will be calculated as per following formula-
$$\text{Retainership Charges} = 0.25 \times \frac{\text{Awarded cost of Schedule A and B}}{\text{Duration of this contract in months}}$$
 - ii. In case, in any quarter the sum of monthly payments due for the jobs assigned to concerned consultant, falls below the Retainership Charges as calculated above, then difference of Retainership Charges as calculated above and monthly payments due for the jobs assigned shall be paid additionally.
 - iii. In case, in any quarter the sum of monthly payments due for the jobs assigned to concerned consultant is more than the Retainership Charges as calculated above, then actual consultancy fee only will be paid and no Retainership charges will be admissible.
9. All the rates and prices quoted above cover the whole of the assignment as detailed in section 4 Terms of Reference.

10. All the rates quoted above are inclusive of taxes except GST which shall be reimbursed at the applicable rates.
11. Personal required to be deputed as per Schedule C above are required to be stationed in RVNL's Corporate Office at Delhi. Their attendance will be maintained by RVNL. Sitting arrangement, Printer, Stationary etc. will be provided by RVNL without any cost to the Consultant. Laptop Computers of suitable configuration including software commensurate with the job requirement shall be provided by Consultant at his cost.
12. PVC is payable @5% per annum on accepted rates except for Schedule C item which will be governed by relevant GCC clause.

TERMS OF REFERENCE

Consultancy for Pre-Bid and Post-Bid Services

SECTION-4

Scope of Work for the consultant

Contents

S. No.	Description
1	General
1.1	Present requirement
1.2	Activities of Employer
1.3	Guidelines for design consultant's performance
1.4	Scope of Services in Brief
1.5	Activities of design consultant in pre-bid engineering stage
1.6	Activities of design consultant in post-bid detail design engineering stage
2.	Consultancy services for Pre-bid engineering of Bridge / elevated viaduct
3.	Consultancy services for Post-bid detail design engineering of bridge / elevated viaduct
4.	Consultancy services for Pre-bid engineering of Tunnel (Urban area)
5.	Consultancy services for post-bid/Detailed Design Services Tunnel and underground structures (Urban situation)
6.	Consultancy services for Pre-bid engineering of Tunnel (Non-urban area)
7.	Consultancy services for post-bid/Detailed Design Services of Tunnel
8.	Organisation of the consultant
9.	Design basis report/codes/standards/manuals/special publications / specialist literature to be referred to by design consultant
10.	Computer Programs
11.	Important information regarding working standards / submissions etc.
12.	Payment Schedule

Terms of Reference

1. General :

1.1. Overview:

Rail Vikas Nigam Ltd (RVNL), is a CPSE under Ministry of Railways, with the prime responsibility of execution of Railway Projects on fast track basis. However, RVNL is willing to procure infrastructure business from other than Ministry of Railway sources as per its credentials and capability profile. In order to procure infrastructure business through participation in tenders, RVNL wishes to engage competent consultants with proven competence of providing pre-bid and post-bid detail design engineering services for Bridges/elevated Viaducts and Tunnels. Envisaged engineering field of specialisation and experience required from consultant are like soil & foundation, rock mechanics, structures, pre-stress, structural steel & structural steel-concrete composite, specialised infrastructure engineering design works and cost estimation. Consultants may also at times require exact professional experience on preparation of railway engineering design/drawings like geometric route alignment (horizontal plan and vertical profile), longitudinal / index section, abutment/pier location and span configuration depicting general arrangement drawings, engineering scale plan etc.

1.2. Activities of Rail Vikas Nigam Limited:

Infrastructure projects handled / being handled by RVNL are displayed on its official website (www.rvnl.org) which consultant may refer to for getting required details. However, informatively, following (but not limited to) type of structures involving all relevant engineering disciplines are being handled by RVNL, while executing Indian Railway's, Metro Railway's, Highways and other owning agencies assignments:

- a. Embankments and its components/features all relevant engineering disciplines
- b. Minor bridges including all elements and all engineering disciplines
- c. Major bridges including all elements and all engineering disciplines
- d. Important bridges including all elements and all engineering disciplines
- e. Underpass including all elements and all engineering disciplines
- f. Road over bridge including all elements and all engineering disciplines
- g. Road under bridges including all elements and all engineering disciplines
- h. Foot over bridge including all elements and all engineering disciplines
- i. Pedestrian subways including all elements and engineering disciplines
- j. Viaduct including all elements and all engineering disciplines
- k. Station building
- l. Rail depot cum workshop including all elements and all engineering disciplines
- m. Structures for Railway electrifications, signalling and telecommunication works etc.

- n. Other railway engineering structure or work required for special project

1.3. Guidelines for selected Consultant's performance:

- a. Consultant will maintain RVNL's confidentiality as supreme and will not divulge any details (even for educational purposes) without written permission from RVNL
- b. Standards of engineering services from consultant shall be of state of the art level in terms of quality, compliance to requirement of the project, due compliance to applicable codal provisions, bye-laws etc.
- c. Deployment of experienced personnel in the field of work for which services are required
- d. Adherence to the agreed time schedule for various activities
- e. Making available required services including all fine detailing so as to effectively assist RVNL.
- f. Providing all services as per scope of works, project requirement and in any case not at all limiting just by the nomenclature of description in the contract or payment schedule etc.
- g. Providing quick decisions on doubts and clarifications sought by the RVNL in reasonable time without affecting schedule of bid process management /works.
- h. Design consultant and consortium / JV partners, if any, shall be jointly and severally responsible and fully obliged to execute and complete in all respects assigned services into-to.
- i. RVNL will not entertain any cost implications and time impact claims during design and construction phase under any circumstances arising out of below works which is not defined as "change in scope" in this contract. Design alterations/modifications arising out of system wide interface coordination till the preparation and issuance of "Good For Construction" (GFC) drawings during pre-award of construction contracts. Design alterations / modifications arising out of interfacing and co-ordination with system wide contractor, based on approved samples and approved mock-ups for architectural finishes and building works, civil works, MEP and any other works as stipulated in present scope of works as stipulated in this contract or any defective design, gross negligence diagnosed later due to non-compliance with codes and standards leading to the updating and reproduction of designs and drawings post award construction contracts and during construction phase till operation of stations/depots and beyond defect liability period any other requirements necessary and essential for ensuring passenger safety, security and surveillance requirements of various civic/Government authorities/stakeholders available during design phases. Comments/suggestions or mandatory compliances of these authorities along with stipulated compliances issued through government circulars, gazette notifications, office orders, guidelines issued by various departments pertaining to public health, safety amenities should be incorporated in the designs and clearly recorded in writing and shared for concurrence of the Employer before the award of construction contracts.

Consultant therefore should not hide any such requirement and make good of their designs, if the requirements are discovered by the Employer at later stage without any cost or time implications to the Employer at Consultant's cost. Any such requirements limited to this clause only, issued by Government through change in legislation or made mandatory through government circular, gazette notifications, office orders at later stage after the contract awards or during construction phase may be considered as "change in scope" upon written request by the Consultant to the Employer and it will be separately dealt with.

1.4. **Scope of Services in Brief:**

The scope of services through this contract pertain to assisting Employer in bidding and securing awards in infrastructure tenders invited by various Government Departments / PSUs / Authorities / Organisations etc. in connection with major important bridges / viaducts / tunnels / underground structures involved in such tender for the entire duration of this contract and providing detailed designs / design support during construction to Employer / its representative. Brief scope of services are given below:

- 1.4.1. Employer will empanel three consultants as per the selection procedure detailed in Section 2.
- 1.4.2. The Consultant will have to mobilise required personnel and resources within specified time and manner for satisfactory performance of services.
- 1.4.3. Employer will advise an empanelled consultant about the tender in which it wants to participate and related structures on which it requires Consultant's services as per the scope defined in this document.
- 1.4.4. Consultant shall, in most expeditious manner but within permitted time, examine the related information provided in the tender document and provide inputs for pre-bid queries.
- 1.4.5. Consultant shall accompany Employer / visit project site for validation / collection / assessment of surface / sub-surface project specific details required for performance of services. The site visit shall be with prior consent of Employer.
- 1.4.6. Conduct required minimum tests at site for validation of information and its interpretation, if required.
- 1.4.7. In case so required by the Employer, suggesting cost effective alternatives of structures.
- 1.4.8. Submission of Bill of Quantities for the structures offered to the Consultant.
- 1.4.9. Attending to meetings, making presentations in Employer's office at Delhi in connection with the services.
- 1.4.10. Employer may direct the Consultant to provide detailed design of structures for which Pre-Bid services are not provided by the Consultant.
- 1.4.11. Attending to Proof Consultant / GC of the tendering authority in connection with Detailed Designs done by the Consultant.
In case of any changes are proposed by the Authority / Employing organisation, the same will have to be discussed with RVNL with supporting arguments for obtaining final decision of RVNL.
- 1.4.12. If so directed by Employer, Consultant will have visit site of work in

connection with the clarifications during construction stage and issuing the same in form of write-up / drawings.

- 1.4.13. Review of as-built drawings, submission of reconciled design calculations incorporating as built changes / deviations with respect to GFC drawings and approval of the same by RVNL / Tendering Organisation or their representative.

1.5. **Activities of design consultant in Pre-Bid Engineering stage :**

- a. Active association (through VC / physical meeting) with RVNL during identification of probable tender for participation by RVNL and its associates.
- b. Obtaining bid documents / drawings of tender from RVNL, associates of RVNL or from the website of authorities.
- c. Technical review of the tender documents or certain parts of it /drawings/details, works requirement and supplied enabling information related to survey, geo-technical, traffic, utility etc.
- d. Conduct project site visit and attend tendering organisation's meeting along with RVNL, RVN's associates or on its own representing RVNL.
- e. Suggestion of sufficiency / otherwise of supplied enabling information related to survey, geo-technical, traffic, utility etc. In case of in-sufficiency, details of essentially required enabling information, suggestion on procurement source and guidance to RVNL in gathering such valuable enabling inputs in authentic sources including assurance of its correctness. While suggesting such additional information requirement, its necessity, correctness and time involvement etc. will be taken due care of. Compilation of tendering organisation provided information and further gathered details will be carried by consultant in effective interpretation, conclusion and recommendation manner.
- f. Framing technical questions to be raised by RVNL as pre-bid queries requiring clarification / confirmation from tendering organisation so as to make tender submission documents / drawings / proposal.
- g. Preparation of design alternatives and technical general & particular deviation papers with respect to tender document / drawings without compromising stipulations of codes / standards / project requirement. These alternatives will generally be based on considerations such as buildability / constructability issues, ease of construction, project implementation time schedule, superstructure launching system, availability of resources / alternative resources etc. Advice from the consultant on selection of best suitable alternative will be supported by demonstrated examples and justifications / details required to be submitted by the consultant.
- h. Consultant will perform analysis and design for most favourable, most adverse and most probable physical situations parametrically so as to assess implications and involved quantities etc. in fairly accurate manner and being fully aware of the assumptions / considerations finally adopted in tendering by RVNL and its associates.
- i. Consultant will prepare bid amplification document including presentations

showing salient structural elements highlighting the tender proposal and salient comparison with respect to projects of similar nature and magnitude executed / being executed in India to be submitted by RVNL.

1.6. Activities of design consultant in Post-Bid Detail Design Engineering stage:

- a. Design consultant will take on board the contract documents / drawings / details signed between RVNL and employing authority / organisation. Confirmation of technical questions from tendering organisation will also be duly taken care of by the design consultant.
- b. Active association (through VC / physical meeting) with RVNL and employing organisation (as and when advised by RVNL) during design development / review stage
- c. Detailed technical review of the contract document, drawings, works requirement and supplied enabling information related to survey, geo-technical, traffic, utility etc.
- d. Conduct project site visit and with a view to perform detail design, assess additional enabling information requirement over and above already available compilation of information provided by tendering organisation / Employer. The required information may be collected by the Employer or the Consultant may be asked to collect, as expedient at that time.
- e. Progressing detail design works based on design alternative selected by RVNL and other associates for construction. It is possible that suitability of design alternative is more than one type, based on detailed information / requirements becoming available with the passage of progress. Consultant will carry out detail design of all such alternatives and validate optimally all through the corridor / section length optimally, in case required and cost towards the same would be considered to be included the bid. Design consultant shall ensure that with timely inputs / designs / drawings etc. from him the project is constructed and commissioned in-time and within budget for its technical detail design related inputs / works. Should there be any apprehensions, detail design consultant will bring the same to the notice of RVNL well in advance so that appropriate remedial measures are taken care of.
- f. Consultant will perform analysis and design and make drawings for all cases based on planning norms, design parameters and Design Basis Report. Such documents, if not supplied by employing organisation, the same shall be prepared by Consultant himself in consultation with Employer. These cases will primarily be based on change of involved costs and site related features including addressing buildability / constructability aspects, resources available with RVNL and its associates.
- g. Design consultant shall provide its services for the entire project duration. Changes / updates/ re-design / re-drawing during various stages of the project necessitated based on site based enhanced /exact information / details / constraints sought for by the RVNL and its associates will not be considered as variation.

- h. Design consultant will keep a track of all major cost involving structural elements and ensure that quantities assumed in tendering are not exceeded. Should there be the case, design consultant will prepare revised quantity schedule to address such cost implication.
- i. Submission of design calculations, drawings, other documents etc. will be guided from the contract document and project specifications. However, design consultant will submit all deliverables in hard and soft copies (without pass word / protection or change of original analysis/design format) as developed manner (in the formats and way/manner as required by the contract and which can easily be reviewed) to RVNL and its associates (as advised by RVNL) well in advance (at least 2 months), so as to enable RVNL and its associates review and plan all construction related activities accordingly. It is noted that employing organisation may also require 28 days of review period for issue of acceptance on design and drawings submitted to them / their representatives. It is important to note that execution of works may start at multiple places simultaneously, therefore, design consultant will be required to employ suitable resources, and not limited to Key Personnel specified in this contract document, so that required design and drawings are generated in an evenly spread out manner and are available for execution of works in advance allowing sufficient planning & mobilisation period. Design consultant will coordinate with employing organisation / their representative / review and verification consultants / statutory organisation etc. so that submitted design and drawings are consented and in-time made available for execution of works.
- j. Design consultant will maintain design register and drawing register and work in standard quality assurance procedure. All design / drawings / details will be endorsed by four representatives like design developed by, checked by, peer checked by and finally signed off by authorised representative of design consultant. All submissions shall be accompanied by original copy of a Design Certificate signed by the consultant as per QA procedure.
- k. No. of copies of design / drawings / details etc. in every design development stage including as-built / commissioning stage will be guided as per tendering organisations requirement. However, at least three hard copies (one original and two additional copies) and soft copies of all design / drawing details will be additionally be required for use by RVNL and its associates.
- l. As-built drawings will be prepared by RVNL / its associates based on autocad drawings as provided by detail design consultant of execution stage incorporating all changes during execution. These drawings will be reviewed by design consultant and finally submitted to employing authority / organisation. Design consultant will be required to update design calculations for all changes occurred during execution of works of all disciplines and submit reconciled calculations to be finally submitted to the tendering organisation.
- m. Consultant shall have no direct or indirect interests in commercial, manufacturing or contracting activities that might influence its professional judgment. It is remunerated solely by the fees paid to it by RVNL. It shall approach all assignments objectively and by using sound technical and economic principles and provide solutions, which serve the best interest of

- RVNL. The Consultant shall give a declaration that its firm has no financial or managerial ties with other organization that could influence its independence.
- n. The Consultant shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and good industry practices. While assisting RVNL the Consultant will ensure, expeditiousness, economy, soundness, durability, environment friendliness.
 - o. Consultant will organise VC/physical meetings, keep records, maintain and issue MOM in such a manner that all items are available in the MOM soft file in chronological manner and nothing gets deleted. Items which are squared up will be referred to as completed and closed, but never deleted.

2. Consultancy services for Pre-Bid Engineering of Bridge / Viaduct

Design consultant will be required to perform all services as outlined in general terms above, but not limited to, following services during pre-bid engineering stage of tendering.

- a. Detailed design scope of the work, reference will be made to Technical Schedules & Tender Drawings and other relevant tender documents, addendums etc. provided by tendering organization. It is agreed that as part of the preparation of the Tender for the Project, the Consultants shall provide RVNL and its associates with pre-bid engineering services and stipulations herein under as per bid document preparation program.
- b. Review of tender documents/specifications/drawings/details including the up to date addendums/corrigendum.
- c. Highlight discrepancies and ambiguities in the tender documents pertaining to the scope of work including implication thereof. Preparation of technical queries for obtaining clarifications on the tender documents and participate in Pre-Bid meetings organized by tendering organization.
- d. Consultant shall be responsible for the suitability, adequacy, integrity, durability and practicality of its proposal to the extent indicated in the proposal.
- e. Prepare conceptual layout details of all important structural elements such as foundation, substructure, super structure, bearing, and miscellaneous structural elements as applicable with multiple options including proposing suitable type of foundation.
- f. Prepare conceptual layout details with cross section at intervals showing all details as per the instruction of RVNL and its associates.
- g. Carryout/verify complete modelling of alignments (horizontal & vertical both).
- h. Participation, making proposal including cost by adopting value engineering to make the structure economical in terms of cost, time, ease of construction, safety and aesthetics.
- i. Preparation of alternatives for optimization of the Project cost.
- j. Participate in discussion with RVNL and its associate for finalization of the proposed construction sequence / scheme.
- k. Provide detailed bill of quantities for various options of structural items in the format desired by RVNL and its associates. Bill of quantities shall be provided with breakup of quantities as required along with quantity working sheet with

formulas and links in Microsoft Excel Format. (Measurement sheet).

- l. Provision of detailed general arrangement drawings (GAD), Design basis reports, Manuals and calculations etc. as required for the submission of the Bid and the RVNL's Technical Proposal and providing clarification to queries from the tendering / client if required.
- m. Review of various information and details provided by tendering organization/client / authority.
- n. Prepare, make and attend technical presentation if required by tendering organization/client / authority during pre-bid clarification stage.
- o. Providing technical clarifications pertaining to design and drawing and or adjustment to design and drawing as per RVNL's requirement during pre-tender submission period for securing the work.
- p. Any other details required from the consultant as per Technical Submission Index and tender documents, other relevant documents issued by Client and amendments thereof. The Consultant acknowledges to have received the complete set of tender documents including all addendum/amendments for the performance of its obligations.
- q. Any other detail/information as required by the Client/Contractor in connection hereto. The Consultant shall proceed with the work with due diligence as per the instructions of RVNL and its associates.
- r. Various Tender Services as described in Scope of Works and Services and will be further developed and adjusted as necessary during the tender preparation period based on the stipulations in the tender documents. The details provided and the documents prepared by the Consultant as part of the Tender Services shall comply with the timing for Tender submission, terms and conditions as set-out in the instruction to Tender.
- s. Consultant shall provide proposal and relevant quantities of earth retaining structures viz. sheet piles, soldier piles, strutting etc. as required by Contractor for underground structures such as Underpasses, Culverts, Ramps etc.

3. Consultancy services for Post-bid detail design engineering of bridge / viaduct

- a. Preparation of feasible alternatives of railway engineering geometric route alignment (horizontal and vertical) as per tendering organisation's contract stipulations. Such alternatives will basically be aimed at easing out the planning norms and design parameters, maximising use of normal concentric piers, minimising unusual i.e. cantilever / portal piers, flexibility in buildability / constructability requirements etc.
- b. Preparation of feasible alternatives of general arrangement drawings showing plan and profile details, type of piers, location of piers, span configuration, natural ground/road level, rail level, difference in rail level to natural ground/road level etc. General arrangement drawing will be prepared for selected railway engineering geometric route alignment (horizontal and vertical) drawing. General arrangement drawing will primarily be based on maximising use of standard spans, locating piers at feasible locations ensuring buildability / constructability requirements, taking care of constraints en-route etc.

- c. Assessment of requirement of additional field investigation and laboratory testing for determination of strength and settlement parameter including preparation of geo-technical interpretative report etc. pertaining to geotechnical engineering, design and review of test results of pile load test (initial/routine/integrity), hydrological, flood related, traffic, utility. Preparation of design and drawings related to these aspects. Review of test reports and conclusion in consultation first with RVNL / its associates and later on with tendering organisation / representative / design verification engineer of tendering organisation. Assessment of test requirements related to strength verifications of as-built structural elements etc. will be done by design consultant in consultation with specialised agencies including RVNL, its associates and tendering or representative / design verification engineer of tendering organisation. Selection of constituent engineering materials will be done by RVNL and its associates and if required in presence or certification by tendering or representative / design verification engineer of tendering organisation, however, design consultant will be required to review test results with a view to preparation of appropriate design parameters to be judiciously used in design development
- d. Preparation of detail design and drawings of all structural elements of all types of elevated viaduct structures, taking into consideration the pre-bid understanding, contract documents and further enriched enabling information gathered by RVNL and its associates. Detail design /drawings will be prepared with a view to achieve optimisation in cost without affecting contract / project requirements. Sizing of the structural elements will be such that temporary works / shuttering etc. are standard, accommodating possibility of size adjustment and maximum no. of repetition and will thoroughly avoid unusual shapes to achieve simple reinforcement bending schedules etc. Due care in preparation of design and drawings, will be taken of maximising the use of RVNL and it's associates available temporary structures, launching girders, pre-casting units / facilities etc.
- e. Submission of design and drawings to RVNL and its associates at least 3 months in advance for review and resource estimation and planning. Sizing of the
- f. Updation / modification / change of design / drawings based on review of RVNL and its associates
- g. Design / drawings / details after consent by RVNL and its associates will be submitted by design consultant to tendering organisation or representative / design verification engineer of tendering organisation. Design consultant will make and maintain all records of such submissions including clearance, hindrance in clearance, objections listed in clearance, action to be taken on such objections, writing communication to tendering organisation or representative / design verification engineer of tendering organisation for timely concurrence. Design consultant will ensure availability of approved drawings at site for execution of works.
- h. Review of design and drawings of temporary structures including launching scheme / girder / structural elements, working drawings of steel / steel-concrete composite / special type of viaduct structures.

- i. Review of as-built structure drawings, preparation of reconciled design calculations for changes during construction pertaining to all relevant engineering disciplines.
- j. Accompanying RVNL and its associates during site visits of officials of tendering organisation / tendering organisation representative / design verification engineer of tendering organisation, project commissioning officials. Preparation of design / drawing related inputs for commissioning of the project including compliance / answers to questions raised during such inspections and getting resolved the issues.
- k. Assistance to RVNL and its associates during hand over of the project to operation and maintenance department of tendering organisation.
- l. Consultant shall provide protocol documents required for approval/commissioning of the project such as adequacy of system to handle emergency during fire, earthquake, floods, storms etc.
- m. Consultant shall also provide all insurances required by the Employer.

4. Consultancy services for Pre-bid engineering of Tunnel and underground structures (Urban situation)

Design consultant will be required to perform at least, but not limited to, following services during pre-bid engineering stage of tendering.

- 4.1. Scope of Services to be performed by the consultant under this assignment, shall be based on the information such as – e-Tender Notice, Bidding Procedures (all sections), Employer's Requirement (General, Functional, Design, Construction, including Appendices), Outline Design Specifications, Outline Construction Specifications, Tender Drawings, General Conditions of Contract, Particular Conditions of Contract, Contract Forms, Geotechnical Report, with all the addendums/ amendments/ corrigendum, replies to pre-bid queries, etc. issued by the Employer (together "Tender Document/s"), which have already been shared by RVNL with the Consultant for the purpose of enabling the Bidder to submit a competitive bid for the Project. Consultant shall directly obtain information through site investigations/visits, etc. which was participated by himself.
- 4.2. All the design and drawings shall be developed by the consultant in conformity with the specifications and standards set forth in Tender Document.
- 4.3. Consultant shall provide the services as per Employer's requirements, subject to exclusions, which broadly covers all works related to cut and cover, ramps, UG stations, Launch shaft, retrieval shaft, ancillary buildings, cross-over, flyover, TBM tunnels, NATM, Geotechnical interpretative report, Instrumentation and monitoring I&M, settlement analysis, Building damage assessment, instrumentation designs etc.
- 4.4. Services shall include the preparation and supply of preliminary structural drawings based on tender drawings and bill of quantities of permanent works and temporary works of stations, cut and cover tunnels and ramps, Earth retaining structures, TBM Tunnels segment drawings, NATM drawings, cross-passage with sump and cross-

passage without sump, Preliminary I&M drawing, settlement calculations in and around tunnel / cut and cover station and tunnels, building damage assessment and other relevant items to help the Contractors to submit the Bid for the Project. Design control and quantity check for architecture and track parts regarding the Employer's design shall be done by the consultant. Check and design of the alignment shall also be performed by the consultant. The risk and opportunity matrix based on the design shall be prepared by the consultant. Descriptive technical notes, proposed construction schemes and schematic drawings for submission of the Bid by RVNL and its associates shall also be supplied by the consultant.

- 4.5. In addition to the Services mentioned as above, the consultant shall attend, as required by RVNL and its associates, pre-bid meeting, technical issues meeting with the authorities or with the RVNL or any other party to provide clarifications relating to Technical proposals.

5. Consultancy services for post-bid/Detailed Design Services Tunnel and underground structures (Urban situation)

Design for architectural layouts including plumbing and finishing works, architectural design, station & entry exit sizing design report, Check and design of the track alignment before detail design and also after execution of civil works so as to form a base for the track design / construction works, structural elements of Stations, temporary and permanent works of stations, earth retaining structures, ancillary structures, sump at various locations in system, TBM launching and retrieving shafts, cut and cover tunnels and ramps, crossover and cross passages with sump, cross passage without sump, subway connections to the existing stations, entry / exit structures including its integration with other existing and proposed pedestrian movement sub-way / FOB etc., exclusive sub-way or FOB connections at essentially required important locations, ballast-less track design, property development areas up to the level specified in the Tender, integration design with existing metro stations and design of provisions for future metro, flyover components as per tender requirements etc. in accordance with the requirements of the Employer Requirements and the Main Contract on back to back basis, except as otherwise provided in this Agreement. All work related to TBM tunnels segment design and drawings, NATM designs, Geotechnical interpretative report, Study of Building condition survey results and suggestions, I&M scheme, Building damage and settlements analysis will be carried out by the Consultant. The Consultant shall also prepare working drawings along with detailed design calculations and associated details for submission to the Employer and their consultants and proof checkers for getting necessary approvals. CSD (Combined Service Drawings), SEM (Structural electrical and mechanical), SOD (Structural opening drawing) clash detection, design of supporting of utilities, decking wherever required, etc. Studying instrumentation and building condition survey data and analysis of buildings affected by construction and remedial measures for the stability of the structures shall also be within the Consultant's detailed design services scope. Consultant shall provide protocol documents required for approval/commissioning of the project such as adequacy of system to handle emergency during fire, earthquake, floods, storms etc. The Consultant shall also provide all insurances required by the Employer.

Exclusions:

Normally, following engineering activities, on account of being either specialized or contractor's available resource based, are not included in detail design consultant. However, detail design consultant will be required to provide guidance, essential inputs pertaining to its included scope of work which will be required by such specialized agencies to carry forward design / drawing of specialized items of works.

- a. Temporary works such as casting yard, specialized equipment, enabling works etc. The permanent structure would be checked for the load from temporary conditions for which the data would be supplied by the RVNL/its associates. However, excavation support system (required either for enabling space creating for making permanent structure or serving partially as enabling space creating for making permanent structure in some stage and then becoming part of permanent structure) is included in the scope of consultants works. Similarly slope stabilisation system, design of rock slope, its stability w. r. to time to allow for execution of permanent works are included in consultants scope of works.
- b. Carrying out all the required engineering surveys and investigations such as topographical survey, hydrological survey, geotechnical survey, utility survey, underground survey, building condition survey, cultural assets/historical survey, traffic demand forecast, material availability survey and security analysis, muck disposal sites, temporary and permanent land acquisition details, etc.as applicable to the concerned project components.
- c. Preparation of detailed work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same. However, design consultant will engage professional resources to meet execution requirement so far as design development and availability of approved design and drawings is concerned.
- d. Tunnel ventilation system, Environment Control Systems (ECS)
- e. MEP designs and drawings. However, coordination and required structural inputs will be provided.
- f. Construction supervision normally not included, however, periodic important stage site visits are included.
- g. Proof checking of the design / drawing prepared/supplied by any party. However, its effect of permanent structure will be taken care of by design consultant.
- h. Investigations, instrumentation online monitoring including coordination with other agencies etc.
- i. Landscaping, rehabilitation and reinstatement works / drawings
- j. Shuttering design, dismantling of structures/buildings, steel fabrication and connection detailing / estimates etc. However, shop drawings of permanent structures and temporary support excavation /strutting system etc. will be checked by design consultant.
- k. Raw water supply pipes/drainage pipes, bore wells
- l. Air conditioning and Mechanical Ventilation system

- m. Shop drawings, Bar Bending Schedules, Method statements. However consultant will provide drawings in such details which would be enough detailed to facilitate shop drawings, bar bending schedule, method statement. Consultant will review these details keeping in view design requirements and form a base to enable RVNL / its associates to be utilise as base line information to apply the same in multiple cases and finish the assignment as a whole.
- n. Submission of the original software to RVNL and its associates. However, actual as developed input and outputs including take off sheets will be submitted by design consultant. However, consultant will show and demonstrate on its own system, the complete design development to RVNL and its associates including owning agency as and when so required.
- o. Primavera and other construction planning and progress monitoring, cost estimation and BOQ from BIM and other software.
- p. Uploading of documents on the IPMS platform
- q. Stationing of personnel at the site office

6. Consultancy services for Pre-bid engineering of Tunnel and underground structures (Non-Urban situation)

Scope of design consultant's services as out lined above will be read in conjunction with the following, so as not to miss out any important activity, which otherwise will essentially be required during pre and post bid consultancy services to be provided by the consultant like :

- a. Review of tender documents and preparation of deficiency and need for acquisition of essential information
- b. Review of portal locations and its feasibility, benefits / draw backs constraints
- c. Reconnaissance to acquaint with project site condition and collection of geological site information from sources in adjoining vicinity
- d. Preparation of geological section with indicative rock class
- e. Preparation of tunnel and portal drawings showing tunnel and portal support system based on geology / geotechnical data
- f. Pre-bid engineering design / drawings and inventory details of tunnels
- g. Condition assessment of existing tunnel including quantification of all relevant items including digital photography / video recording
- h. Bill of quantity for all item of works involved based on available information, general arrangement drawing and typical sketches supporting. Finalisation of bill of quantity based on review observations of RVNL and its associates
- i. Prepare bid amplification document including presentations showing salient structural elements highlighting the tender proposal and salient comparison

7. Consultancy services for Post-bid engineering of Tunnel and underground structures (Non-Urban situation)

- a. establishment of design consultants office at project site location
- b. Assessment of additional site related investigations, Geotechnical and rock mechanics related exploration, hydrological data, geological mapping,

- identification of faults, fissures, inculcations, gauge material, orientation of formation etc.
- c. Rock mass characterisation, validation and model preparation
 - d. detail design of all structural elements, temporary & permanent
 - e. Validation of detail design of all structural elements, temporary & permanent for different class of rock mass situation
 - f. Preparation of Do's and Don't chart to be followed in situations that may arise
 - g. Continuous data logging of the rock mass, anticipated situation and instant decision to tackle physical situations and modification of design and drawing
 - h. Continuous instrumentation and monitoring for safeguarding unforeseen geological conditions and action plan
 - i. design and drawing for other disciplines and coordination
 - j. Monitoring based on information provided by RVNL/its associates of bill of quantity for all item of works involved based on figures as taken in tender and as per actual consumption for which details will be provided to design consultant by RVNL and its associates.
 - k. preparation of SHE manual and enforcement to minimise mishaps
 - l. final design and drawing based on wriggle survey and line of best fit alignment
 - m. inputs for other engineering disciplines to design ancillary structures for users
 - n. design / drawing for environmental monitoring activities / works
 - o. Consultant shall also provide all insurances required by the Employer.

8. Organisation of the consultant

- 8.1. Design consultants shall establish an efficient organisation for carrying out all services according to works programme requirements.
- 8.2. Consultant shall provide effective management of the tasks of assignments including those that must be carried out concurrently by separate disciplines and teams.
- 8.3. The organisation shall also ensure that all information that becomes available during the pre-tender / post tender design period, is directed to the appropriate design teams and effective checking procedures are continuously maintained to ensure that required standards are met with. Proper coordination between the different engineering disciplines of consultant will be maintained.
- 8.4. Consultant shall also post adequate nos. of support professionals for the performance of the services. The details of such support professionals shall be submitted to RVNL by the consultant. This is apart from the Key Personnel defined in this document.
- 8.5. Upon its appointment, the consultant shall promptly commence setting up its exclusive organisation to the entire satisfaction of RVNL and shall be housed in one place in Delhi / NCR with prior approval of Employer. This is apart from the office accommodation provided by Employer for the personnel housed in RVNL's office as defined in Section 2 and as per Schedule C for BOQ.
- 8.6. This office shall be equipped with necessary facilities such as phone, fax, internet, photocopiers, scanners, printers, plotter etc. for black and white as well as coloured

printing / plotting.

- 8.7. In case RVNL judges that the continuation of any person is not in the interest of the project, a written notice will be given to the consultant who will promptly remove the person but not later than a week.
- 8.8. The assignment of work(s) of detailed design will be done as per requirement of RVNL and its associates. It is clarified that it may so happen that in some duration no work is assigned and in some other duration multiple / many works are assigned. The consultant is expected to meet the key dates stipulated in the tender likely to be quoted by Employer.
- 8.9. Notwithstanding any review of its organisation structure, staff or manning schedules, the Consultant shall remain wholly responsible for providing the services. If, in the opinion of the RVNL, the progress or performance of the Consultant's work is seen to be at any time inadequate to meet those requirements, the consultant shall take necessary steps to improve them on being so notified. If within a reasonable period, consultant does not improve its progress or performance, RVNL may by written notice require it to take additional measures, including changes in organisation, at no additional cost to RVNL. Such notice shall be in no way deemed to constitute a waiver of RVNL's rights to terminate the contract agreements by reason of the Consultant's breach of contract. Failure by the RVNL to issue such a notice shall not relieve the Consultant of its obligation to achieve the required rate of progress and quality of work performance.

9. Design basis report/codes/standards/manuals/special publications/specialist literature to be referred to by the consultant

Consultant shall, in general and in consultation with the Employer, use current design basis report / codes / standards / manuals / special publications / specialist literature for carrying out services. Copies of these documents are expected to be readily available in the consultant's office for reference/use/getting a copy etc. by all concerned with the project under implementation. Design consultant should on its own procure / make arrangement to acquire all technical details, manuals, codes, standards, drawings, special publications, specialist national/international literature from various organization of Indian Railway, IRC, BIS and other international bodies, which shall be referred to during the process of design activities to be performed. Order of precedence of these documents would be Indian Railway, IRC, BIS, international codes/standards, specialist literature unless proved inferior/less conservative and in that case, document appearing lower in order would take precedence in place of inferior / less conservative or ambiguous code/guidance.

10. Computer Programs

The Consultant shall use exactly relevant and most appropriate computer programs / software and submit details to RVNL. It is possible that tendering organisation or its representative may ask for validation of design on advanced software, design consultant will promptly use such programs and demonstrate adequacy of the program being used by consultant in general design drawing preparation activities. The consultant shall also provide supporting details showing / demonstrating sufficiency / applicability of a

particular software being used in other projects of similar nature and similar magnitude.

11. Important information regarding working standards / submissions etc.

11.1. Drawings and Documents

Each document and drawing, including any revisions thereto, shall be endorsed as checked and approved prior to sending it to RVNL by being initialled and dated by checker, peer checker and authorized signatory. In addition to compliance with the requirements of the documentation, each drawing, where appropriate, shall be checked to ensure compliance with the Consultant's certified design calculations. The Consultant shall evolve a procedure for traceability of design/drawings including revisions.

11.2. Certification

A certificate signed by the Team leader of the Consultant stating that all drawings and documents have been checked and approved in accordance with the Consultant's approved Quality Assurance Plan shall accompany all documents and drawings issued by the Consultant to the RVNL for acceptance. The person checking the design and drawing will initial the all documents prepared by him. Certification that such a check has been carried out shall be issued to the RVNL.

11.3. Endorsement of Design Calculations

All calculations, including any amendments thereto, shall be endorsed as proof checked, peer proof checked and approved prior to issuing to the Employer/Employer's Representative, being initialled and dated by consultant. All the signatures on the cover sheet of designer, checker, peer checker and authorised representative shall be in original wet, hand written signature.

Calculations shall be prepared according to the best professional standards and practices compiled into sets that relate to particular aspects of design.

- A brief description of the structure and its assumed mode of action;
- The loads that will act upon the structure;
- The allowable stresses of the structure;
- A brief statement description of the method of analysis used;
- A brief statement description of the method of design;
- Details of the computer program used;
- A key to symbols used ; and
- A design summary.

11.4. Quality Assurance Plan (QAP)

- a. Within two weeks of commencement of services, QAP shall be submitted to

Employer/Employer's Representative for approval. The QAP shall identify the personnel, procedures, instructions, records and forms necessary to implement the plan with the following minimum requirements:

- Certification process of drawings and documents for issue;
 - Organisational structure;
 - Design control - including study and design input/analysis;
 - Checking of documents;
 - Document control;
 - Internal quality audit; and
 - Corrective action.
- The consultant shall also identify the requirement of Quality Level and incorporate a Quality Level List in the QAP for each construction contract.
- b. The procedures to be applied to manage and control the quality of the design work, with particular reference to the following:
- The design and performance requirements which shall be defined in terms of basic data and design assumptions made; relevant codes, standards and regulatory requirements; safety, security and environmental requirements; and commissioning requirements;
 - The design methods. Software applications to be used in the design, both proprietary and public domain, shall be identified and any requirements for physical and mathematical model testing;
 - The preparation, checking, issue, distribution, indexing and filing reports, calculations, drawings and specifications along with the means of their revisions;
 - The formal design review, authorization and approval of design documentation;
 - The design verification and validation;
 - The design checks by the Design Checker; and
 - List of examples of the forms and formats to be used to record the activities under the Design Plan shall be attached at the end of each section or a reference included to existing standard procedures.

c. Quality Audits / Monitoring

Quality Audits and monitoring of the consultant's QAP will be conducted by Employer/ Employer's Representative at intervals commensurate with the consultant's activities. Corresponding costs shall not be borne by the Consultant.

d. Responsibility

Notwithstanding acceptance by the RVNL, the Consultant shall remain responsible for the quality and correctness of the documents submitted by the Consultant.

11.5. Interaction with RVNL and its associates / tendering organisation

- a. During entire period of services, the Consultant shall assist Employer/ Employer's representative/ owning agency and provide any clarification regarding methods being followed and carryout modification as suggested by the employer/stakeholders.
- b. The Employer and other Government officers may visit the site at any time, individually or collectively to acquaint themselves with the site. Consultant representative shall have to be present to clarify, if required. All such costs are to be included in the price quoted by the Consultant.

11.6. Deficiencies of services

Deficiencies on part of the Consultant should be made good by the consultant without any cost and time implications to The Employer. Deficiencies may include but not limited to:

- a. Not performing the Services as per the Contract for Consultant's Services and undue delay in submission of proof checked designs, drawings & reports.
- b. Not acting impartially or acting in collusion with the contractor / detailed designer / proof checker
- c. Failure to give proper and timely advice to the Employer or the contractor to enable correction during execution
- d. Lack of proper coordination with the Employer and the contractor to ensure smooth implementation of the Project
- e. Permitting sub-contracting of any works without authorisation by the Employer.

11.7. Software support by the Consultant

- a. Consultant shall use only licensed version of software for carrying out the work as stipulated in scope of work. Consultant shall indemnify the Employer against any damage, expense, liability, loss or claim in this regard. Consultant shall also provide copy of licenses of all software valid for full duration of contract to the employer.
- b. Consultant shall submit details of all computer programs and tools it intends to use during design development process. The consultant may also be required to perform test calculations using the program so that the results may be compared with those obtained by other means.
- c. Consultant shall submit a software support plan immediately after award of work but before commencement of software installation. The consultant shall submit the soft copies of each work (2D-3D) in the desired format and facilitate the employer for easy accessibility of the softcopies.

11.8. Confidentiality and return of documents after use

Consultant will maintain confidentiality of all information (either provided by RVNL/RVNL's representatives or self-developed in connection with this assignment) during and after the completion of the project/assignment. Consultant will not, in any form use information for the purpose other than performing this assignment. In case, of academic / research / dissemination of knowledge purpose. Consultant will apply for written permission from RVNL, along with complete details (one copy) in hard and soft formats and on receipt of permission from RVNL, any information will be exchanged with such academic / research institutes of repute. Consultant shall return all information/details/documents/drawings etc. as issued to them in connection with this assignment in as issued condition.

12. Payment Schedule

12.1. BOQ Item No. A.2

SN	Details	% payment
1	Mobilisation of equipment at site	30%
2	Completion of tests at site	10%
3	Submission of detailed report on validation of site specific details	60%

12.2. BOQ Item No. A.3

SN	Details	% payment
1	Review of tender document and preparation of pre-bid queries.	10%
2	Submission of design alternatives including pros & cons and preliminary discussion with RVNL	20%
3	Further detailing of selected alternatives along with tentative cost of construction.	50%
4	Approval of the same by RVNL.	20%

12.3. BOQ Item No. A.4

SN	Details	% payment
1	Submission of BOQ and other related documents	50%
2	Approval of the same by RVNL.	50%

12.4. BOQ Item No. B.1

SN	Details	% payment
1	General Planning Criteria, Planning norms, design parameters, Design Basis Report, Design Alternatives and	5%

SN	Details	% payment
	complete program Schedule and approval of the same by RVNL / Tendering Organisation or their representative.	
2	Definitive drawings and designs and approval of the same by RVNL / Tendering Organisation or their representative.	10%
3	Construction reference design and drawings and approval of the same by RVNL / Tendering Organisation or their representative.	30%
4	Submission of working drawings and approval by RVNL / Tendering Organisation or their representative	10%
5	Construction support activity will be paid on yearly basis equal instalments pro-rata with the completion period of the project.	35%
6	Review of as-built drawings, submission of reconciled design calculations incorporating as built changes / deviations with respect to GFC drawings and approval of the same by RVNL / Tendering Organisation or their representative.	10%

Note:

- i. In case the construction period prolongs beyond the originally envisaged period, then payment under SN 5 above will be made at the calculated yearly rate.
- ii. Payment for each structure will be made separately.
- iii. The above submissions also include any other document that may be specified by the Tendering organisation, cost of which is considered inclusive in the accepted rates.
- iv. On acceptance of submission by RVNL, 70% payment of relevant activity will be paid and balance 30% payment will be released on approval of Tendering Organisation or their representative.

SECTION 5

FORM OF AGREEMENT,

GENERAL CONDITIONS OF CONTRACT (GCC)

AND

SPECIAL CONDITIONS OF CONTRACT (SCC)

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A: FORM OF CONTRACT AGREEMENT

DETAILED DESIGN AND PROJECT MANAGEMENT CONSULTING SERVICES FOR THE IMPLEMENTATION OF RAILWAY PROJECTS-

CONTRACT No. _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the "Contract") is made on the _____ day of _____, 2011, between the _____ on the one part (hereinafter called the "Employer") acting through the Managing Director, and _____ in association with _____ (hereinafter [jointly] called the "Consultant") on the other part [notwithstanding such association] the Consultant will be represented hereunder at all times by _____ which will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

WHEREAS

- A) Rail Vikas Nigam Limited has been established by Ministry of Railway, hereinafter referred to as "Railway" as a Special Purpose Vehicle (SPV) under the Companies Act 1956 to develop, mobilize resources and implement these projects which are part of National Railway Vikas Yojana (NRVY) Scheme through a Memorandum of Understanding.

- B) The Employer has requested the Consultant to provide consulting services for **"Consultancy for the works** -----

- C) The Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in the RFP document. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the Employer pursuant to Section 17.01 of the General Conditions of Contracts and any subcontract approved by the Employer pursuant to the terms of Section 4.01 of the General Conditions of Contract, shall only be implemented with the prior concurrence of the Employer.

Clause 2.Reports

The Consultant shall submit to Employer in the English language the reports and documentation specified in TOR.

Clause 3. Personnel

- (a) Subject to Sections 1.01, 1.02, 2.01 and 3.01 of the General Conditions of Contract, the Services shall be carried out by the personnel specified in the RFP document (hereinafter called the personnel) for the respective periods of time indicated therein.
- (b) The consultant shall, at all times, ensure that there is a Team leader and/or Project Manager acceptable to the Employer to supervise and coordinate the operations of the personnel in the field and to be responsible for liaison between the Consultant and the Employer.

Clause 4. Commencement Date

- (a) For detailed design stage, the Consultant shall commence the Services within fifteen (15) calendar days after the issue of LOA.
- (b) Project Management Services and Design Support services during construction stage: The consultant shall commence the services within 45 days from the issue of notice of commencement by the Employer.

Clause 5.Date of Arrival

The Consultant shall promptly inform the Employer of the date of deployment of the personnel for intended services.

Clause 6.Provision of Services and Payment to the Consultant

- (a) In consideration of the payments to be made by the Employer to the Consultant as indicated in this agreement, the consultant hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the contract.
- (b) The Employer hereby covenants to pay the Consultant in consideration of the provision of services for completion of the project, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.

Clause 7.Accounts for Payment

Subject to Articles VI of the General Conditions of Contract, all payments under this Contract shall be made to the following account of the Consultant:

.....

(To be indicated by the Consultant and agreed by the Employer)

Clause 8. Authorized Representative of Consultant

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by a designated representative and on behalf of the Employer by designated representative of Rail Vikas Nigam Limited.

Clause 9.Notices and Requests

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the party to which it is required to be given or made at such party's address (given below) specified in writing to the party giving such notice or making such request.

The GM/Metro-Civil,
Rail Vikas Nigam Limited

-----,

For the Consultant

Clause 10. Effective Date

- (a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.
- (b) Should the Contract not have become effective within ninety (90) calendar days of the issue of Letter of Acceptance, either party may, by not less than ten (10) calendar days written notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

Clause 11. Miscellaneous

- (a) No delay in exercising or omission to exercise, any right, power or remedy accruing to their party under this contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other subsequent default.
- (b) The General Conditions of Contract and documents attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the parties.

Clause 12: Documents forming the Contract

The following documents along with original RFP documents, addendum/corrigendum or any other reference made in connection with RFP document shall be deemed to form and be read and construed as part of this Contract Agreement.

- i) The Letter of Award
- ii) The consultant's Proposal along with the addenda
- iii) All correspondence between Consultant and Employer after Submission of RFP and before issue of Letter of Award.
- iv) Notice to Proceed.
- v) Performance Security.

IN WITNESS WHEREOF, the parties hereof have caused the Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF (THE EMPLOYER)

(Authorized Representative)

FOR AND ON BEHALF OF (THE CONSULTANT)

(Authorized Representative)

B: -GENERAL CONDITIONS OF CONTRACT**ARTICLE I****Personnel**

Section 1.01: If any of the key personnel, for whom CV has been submitted with the proposal, and the personnel has obtained a score less than 70% during evaluation, the Consultant shall provide replacement at the time of initial deployment as per undertaking submitted.

Consultant shall promptly submit the CV of the personnel proposed to be deployed as replacement and RVNL shall convey approval/rejection (after personal meeting, if required, with Project Director), within a period of 10 days of receipt of such CV. In case RVNL does not convey the approval/rejection within 10 days of receipt of CV for the proposed personnel, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 10 days from the receipt of such reminder by the Employer, if still Employer fails to convey its approval/rejection of the CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

Failure in deployment within 90 days of the request for deployment by the Employer shall result in deduction @ 1% of the accepted monthly remuneration rate of the key personnel per day of delay, for the first 90 days after the notice period of 90 days. For delay beyond first 90 days, a deduction @ 2% of the accepted monthly remuneration per day of delay shall be applicable.

Section 1.02: The Consultant is expected to deploy the key personnel for whom the Consultant has submitted the CVs with the proposal, no changes shall be made in the personnel at the time of initial deployment. However, personnel, who are not asked to be deployed by the Employer at the time of issue of LOA or LOA was not issued within 180 days from the deadline of submission of applications, may be changed with equal or better qualification and experience. If, for any reason (except as mentioned in the forgoing sentence) beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide a replacement acceptable to the employer with equivalent or better qualifications and experience (Total marks obtained in evaluation as per ITC clause 5.7.2.4 should be equal or more than the replaced personnel. However, personnel obtaining lower marks subject to a maximum reduction of 5% of marks of the personnel being replaced and also satisfying the minimum stipulated qualification and experience may be accepted on reduced rate {accepted rate x 0.95 x the score obtained by the proposed personnel/the score of the personnel being replaced} subject to further condition that in case this is leading to vitiation in contract i.e. change

in rank based on combined scores as per ITC 5.7.4, the rate has to be further reduced to avoid vitiation) subject to the provisions of Para 1.04 below.

In case RVNL does not convey the approval/rejection within 10 days of receipt of CV for the proposed replacement, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 10 days from the receipt of such reminder by the Employer, if still Employer fails to convey its approval/rejection of CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

Section 1.03:

In the event that any of the deployed personnel is found by the Employer to be incompetent, guilty of misbehaviour or incapable of discharging the assigned responsibilities, the Employer may direct the Consultant by a written notice, at the expense of the Consultant, to forthwith provide a replacement with equivalent or better qualifications and experience (Total marks obtained in evaluation as per ITC clause 5.7.2.4 should be equal or more than the replaced personnel) acceptable to the Employer.

Consultant shall promptly submit the CV of the personnel proposed to be deployed as replacement and RVNL shall convey approval/rejection (after personal meeting, if required, with Project Director), within a period of 10 days of receipt of such CV.

Such replacement should be arranged at the earliest but not later than 60 days of such notice. If a replacement is not given within 60 days then a deduction @ 1% of the accepted monthly remuneration rate per day of delay, for the first 60 days after the notice period of 60 days shall be applicable. After 60 days period, a deduction @2% of the accepted monthly remuneration rate per day of delay shall be applicable. In case RVNL instructs to remove the personnel with immediate effect in the interest of project implementation, the Consultant shall be bound to comply with Employer's instructions without demur. However, in such a case payment of remuneration for the notice period of 60 days shall be borne by RVNL.

In case RVNL does not convey the approval/rejection within 10 days of receipt of CV, the period of 60 days shall be deemed to be extended by the number of days taken beyond stipulated 10 days subject to the condition that there is no delay on account of the Consultant in presenting the person for meeting with Project Director on the date decided and conveyed by RVNL and in such a case, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 10 days from the receipt of such

reminder by the Employer, if still Employer fails to convey its approval/rejection of the CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

- Section 1.04** If the key personnel are required to be replaced on its own by the consultant at the time of initial deployment as per section 1.02 above or the key personnel are replaced by the consultant within two years of initial or subsequent deployment during construction stage, for the reasons other than permanent long term disability or death, for total replacement above 25% of key personnel (rounded off to nearest whole number), remuneration shall be reduced by 10% of the accepted remuneration rate of the personnel replaced.
- Section 1.05:** The Team Leader and key personnel being important controlling personnel for the project should normally not be changed once deployed. However, in exceptional circumstances if change is a must, then an overlapping period of 15 days is to be provided for proper handing over and taking over. For such overlapping period, the Employer will pay the man-month rate for one person only. In case if such overlapping period is not ensured, recovery @2/30th of the accepted monthly remuneration rate of the personnel shall be done for each day of reduction in overlap.
- Section 1.06:** If CV of the proposed personnel is found incorrect or inflated at a later date, the personnel accepted will be removed from his assignment and debarred from further assignments in RVNL works for a period of 3 years. If a consulting firm submits such incorrect or inflated CV for the second time in the same contract, necessary action will be taken by RVNL to debar the firm from participation in future assignments of RVNL for a period up to 2 years.
- Section 1.07:** To ensure better discipline, management and better availability of PMC personnel, the Consultant shall ensure that the deployed personnel reside in the vicinity of the PMC office(s) in their work area by making suitable arrangement. Failure to ensure this will be treated as non-compliance of contractual obligations under section 3.07.
- Section 1.08**
Intimation of Daily Deployment The deployment schedule for each Expert and Supervisor for the next day should be fixed on daily basis by the Team leader/Project Manager on the previous evening, and conveyed by email to the concerned CPM/Project Director of RVNL. Failure to ensure this will be treated as non-compliance of contractual obligations in terms of section 3.07. If during check by RVNL any of the personnel is not found at site as per the deployment intimated, the person shall be marked absent for the day.

Section 1.09: The Consultant shall not recruit, or attempt to recruit personnel from amongst persons in the services of the Employer, or working on the works of the Employer from contractors/consultants side unless such recruitment is for a position higher than the existing position of the person, which can be done only after the approval of the Employer. In case of non-compliance detected at any time the Employer it will be treated as non-compliance of contractual obligations in terms of section 3.07 and may also lead to termination of contract.

Section 1.10: Any personnel who have been removed by RVNL, in any of its contracts, shall not be recruited for the assignment.

Section 1.11 Minimum Monthly Payment by the Consultant:

The Consultant shall ensure that each national personnel deployed for services is not paid less than the minimum monthly payment stipulated below for each category:

Document Controller : ₹63,000/-

Asstt. Document Controller : ₹54,000/-

The payment for this purpose shall include only salary, leave salary

The minimum payment as specified above shall be applicable for the first 12 months from the date of commencement and shall be increased @ 5% every 12 months from the date of commencement. However, any reduction in remuneration rate under provisions of this Article 1 of GCC shall not affect the payment of minimum monthly salary to the personnel by the Consultant.

The Consultant will certify in each interim payment certificate that no personnel is being paid less than the minimum stipulated amount. In addition, the Consultant will be required to submit documentary proof thereof as demanded by RVNL including Form 24 or any other relevant Form (submitted quarterly to Income Tax Department) and Form 16 or any other relevant Form (Issued annually to the employee) under Income Tax Act.

Section 1.12 A system of monitoring the progress of the projects through Remote Eye System is under implementation in RVNL. The Consultant will be required to visit sites and upload the required information/data as per the system.

ARTICLE II

Staffing Schedule

Section 2.01: During construction stage, initial deployment of key and non-key personnel as specified by the employer, will be done within 90 days of the notice of commencement of Project Management services linked with anticipation of award of construction contract.

Section 2.02: Employer reserves the right to reduce the nos. and estimated person months of key personnel and site supervisors **by serving 60days' notice to the consultant**, without any claim on either side, as per site requirement and the staffing schedule shall be amended accordingly.

ARTICLE III

Performance of the Services

Section 3.01: The Consultant shall carry out the Services with due diligence and efficiency and shall furnish to the Government and the Employer such information related to the Services as the Government, or the Employer, may from time to time reasonably request.

Section 3.02: The Consultant shall act at all times so as to protect the interest of the Employer and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.

Section 3.03: The Consultant shall furnish to the Employer such information related to the Services as the Employer may from time to time reasonably request.

Section 3.04:

(a) Performance Security

The Consultant shall furnish performance security as specified in Data Sheet for carrying out the services in accordance with the provisions of Contract Agreement. The consultant shall ensure that the Performance Security is valid and enforceable until the Consultant has completed the services and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Consultant have not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the Performance Security up to the anticipated date that the services will be completed and any defects remedied.

The Guarantee shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Consultant within 21 days after issue of Performance Certificate.

Whenever the contract is terminated under Section 15.01 due to default of the Consultant, Performance Security shall be forfeited in full and the Performance Guarantee shall be encashed.

The balance work shall be got done independently by the Employer

without risk and cost of the failed Consultant. The failed Consultant shall be debarred from participating in the tender for carrying out the balance work.

(b) List of Personnel

The Consultant will submit a list of names of personnel other than those for whom CVs were submitted with the proposal, immediately required as indicated in the Letter of Award and/or as indicated separately by RVNL for the persons having the prescribed qualifications and experience, within a period of 30 days from receipt of such request from RVNL.

Failure to submit the above list shall entitle the employer to terminate the Consultancy Contract and forfeit the Proposal Security/Performance security.

The list of balance personnel in full or part, whenever subsequently required will be provided, fulfilling the qualifications and experience as prescribed in Table-1&2 (Section-2:ITC), along with the Curriculum Vitae of each Personnel in Form TECH 27(CV) & Form TECH 20(CV) and summary in Form TECH-19 as given in section 3, within 30 days of receipt of such request.

On submission of the CV's by the consultant, RVNL shall examine the same and the candidate proposed may be required to have a personal meeting with the Chief Project Manager/Project Director before the acceptance of the proposed personnel by the Employer. The approval or rejection of the personnel will be communicated by RVNL within 10 days.

In case RVNL does not convey the approval/rejection within 10 days of receipt of CV for the proposed personnel, the Consultant shall give a reminder to the Employer promptly and wait for the decision of the Employer for another 10 days from the receipt of such reminder by the Employer, if still Employer fails to convey its approval/rejection of the CV, then the CV shall be deemed to be accepted and such proposed personnel shall become eligible for deployment.

The Firm is required to submit an undertaking (Form TECH 30) at the time of submission of Proposal that from the list submitted by them, and approved by RVNL, required personnel at the required time as requested by RVNL, will be deployed, within 90 days from the date of such request of the Employer.

In case of failure of deployment of key personnel within time period as

stipulated above, RVNL will be entitled to a deduction @ 1% of the accepted monthly remuneration rate of that personnel per day of delay, for the first 90 days after the notice period of 90 days. For delay beyond first 90 days, a deduction @ 2% of the accepted monthly remuneration rate of that personnel per day of delay shall be applicable.

Section 3.05: Effectiveness of Contract

The Contract shall come into force and effect on the effective date subject to fulfilment of conditions precedent to signing of contract agreement.

Section 3.06: Commencement of Services

The consultant shall commence the services in accordance with clause 4 of the Contract Agreement. The anticipated dates of commencement and completion of works for which detailed design and project management consultancy is required to be provided by the consultant are:

- a) **Date of commencement:** As specified in Data Sheet of Section-2 (Clause Ref.12 of Section2).
- b) **Period of Consultancy Services:**As specified in Data Sheet of Section-2 (Clause Ref.13 of Section-2).

Section 3.07 - Deficiency in Services:

- a)
 - I) In case of failure of deployment of key personnel;
 - (i) for whom CVs were submitted along with the tender proposal and not covered under section 1.01 above, within 45 days of the request of the Employer; and/or
 - (ii) from the list submitted by the Consultant subsequent to award of contract and approved by RVNL, within 90 days from the request of the Employer;

RVNL will be entitled to a deduction @ 1% of the accepted monthly remuneration rate of the personnel not deployed per day of delay, for the first 90 days after the notice period of 90 days. For delay beyond first 90 days, a deduction @ 2% of the accepted monthly remuneration rate of the personnel not deployed per day of delay shall be applicable.

- b) If the Project Director is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non-compliance of any of the provisions of the contract, a deduction of Rs.25,000/- or higher but not exceeding 1% of the monthly payment for supervision consultancy shall be applicable for each instance of non-performance/non-compliance.

Notwithstanding anything contained above, the Consultant must ensure to perform/take corrective action on the particular non-performance/non-compliance in a reasonable time frame. Failure to take corrective action

within a reasonable time frame, depending upon the importance of the activity, may lead to termination of contract as decided by the employer.

- c) If more than 5 incidents occur requiring deductions as mentioned in (b) above, the Employer may initiate action to terminate the contract due to unsatisfactory performance, on the recommendations of Project Director.
- d) In case an item of work is certified by the Consultant and paid to the contractor and the work is found to be defective during subsequent checks by the Employer, or any other agency legally authorised to do so, requiring replacement, a deduction equal to 5% of the cost of the defective work shall be applicable on the Consultant (subject to a ceiling equal to original value of consultancy contract) and shall be recovered from his interim payments. The Consultants shall also enquire as to the reasons for such failure and submit a report on the same to the Employer indicating the remedial measures to be taken to prevent recurrence of such incidents in future.
- e) If at any stage, it is detected that the consultant/consultant's personnel have/has indulged/done any wrong measurements or accepted sub-standard work, resulting in over-payment to the contractor, the recovery of such excess amount shall be made from the works contractor from the next running bill of the contractor and in case the consultant fails to recover the excess amount the same shall be recovered from the Consultant. Further, if it is detected that any such act has been committed wilfully, the concerned personnel of DD&PMC shall be removed immediately from the project and he shall be debarred to work in any assignment of RVNL. In addition, action may be taken against the Consultant for termination of the Consultancy contract.
- f) The Consultant is responsible for ensuring safety of workers, railway assets, rolling stock and railway users on the works being carried out by the contractors. In case any accident happens at work site which results in loss of life and it is found after inquiry conducted by RVNL/Railway/Commissioner of Railway Safety(CRS) that safety measures were lacking, RVNL shall impose a penalty @ Rs. 5 Lacs on the Consultant for every such incident.
- g) Failure in certification of provisional payment or payment after detailed checking by the PMC as envisaged in sub clause 4.2.3(l) of section 4 shall entitle employer a deduction of Rs 25,000/- per day of delay.
- h) Notwithstanding anything contained above, the Employer may initiate proceedings for declaring the Consultant "Poor Performer/Banning of Business Dealings" for the default(s)/failure(s) noted of the Consultant in performance of their assignment depending upon the gravity/frequency of the default/failure.

Section 3.08 Extension of Time:

- a) **Extension of time due to reasons not attributable to Consultant:** In case of delays in completion of works and remedying defects during defect notification period of the construction contract(s) on account of any reason(s) which are not attributable to the Consultant, the period of consultancy shall be extended by the Employer on the same rates and terms and conditions of the Agreement.

- b) **Extension of time due to reasons attributable to the Consultant:** If the period of consultancy is required to be extended due to extension of time of the construction contract for the reasons attributable to the Consultant, the Employer shall grant such extension of the Consultancy contract with imposition of delay damages @ 1/10000 of the contract price for each day of delay.

Section 3.09 Performance Certificate:

Performance of the Consultant's obligations shall not be considered to have been completed until the Employer has issued the Performance Certificate to the Consultant, stating the date on which the Consultant completed his obligations under the Contract.

The Employer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defect Notification Periods of the construction contract(s), or as soon thereafter as the Consultant has completed and tested all the Works, including remedying any defects, prepared final bill, completion report and the Consultant has handed over all the documents and drawings related to the works to the satisfaction of the Employer.

Only the Performance Certificate shall be deemed to constitute completion of the consultancy services.

Section 3.10 Maximum limit of delay damages under section 3.08 and deductions/recoveries/reduction in payment effected in terms of provisions of section 1.01, 1.03, 1.04, 1.05 1.06 and 3.07 a) shall be 10% of the original contract price.

Section 3.11 If validity of contract is extended beyond the original time of completion of services for reasons not attributed to the Consultant, then no deduction shall be made in terms of section 1.04 for any personnel under deployment on replacement basis during such extended period.

The provisions of section 1.04 shall be applied afresh starting from start of extended period i.e. replacements made during the extended period shall only be counted for arriving at the percentage replacements duly considering all the conditions of section 1.04.

ARTICLE IV

Sub-Contracts

Section 4.01: **Not permitted.**

ARTICLE-V

Relationship of Parties

Section 5.01: Nothing contained herein or in the Technical Assistance Agreement shall be construed as establishing or creating between the Employer and the Consultant a relationship of master and servant or principal and agent.

Section 5.02: The Consultant shall during the performance of the Services be an independent contractor retaining complete control over its personnel, conforming to all statutory requirements with respect to all its

employees, and providing all appropriate employee benefits.

ARTICLE VI

Payments and Mode of Billings

Section 6.01:

Payment of the amount due, shall be made in INR as specified in the Data Sheet, into the bank account of the consultant. However, in case of JV, direct payment to individual JV partners shall be made on joint certification (about the net amounts payable to individual partners) by the authorised representatives of the JV and concerned respective authorised representatives of the JV partners, after making requisite recoveries/deductions from the gross payment. In case of any dispute regarding the net amount payable to individual partners, the Engineer shall decide the same on the basis of responsibility indicated in the JV Agreement as the responsibility of each JV partner. Payment to individual JV shall be treated as payment made to the JV. The said amount shall not alter any obligation of the JV and its individual partners under the Agreement and their obligations under the agreement shall remain joint and several. However, on specific request of the JV the payment shall be made in the account of JV or to the account of lead partner of JV.

The Employer shall pay to the Consultant in respect of the Services, such remuneration on the accepted rates and reimburse the expenditure as per clause 6.14. The monthly payment will be made @ 95% of the accepted man month rates as per actual deployment of staff duly certified by employer or his representative.

- a) 5% will be released proportionately to the average financial progress of the construction contract for which Consultant has been appointed.
- b) Deleted
- c) However, the payment so withheld in terms of sub-section (a) and (b) above, can be released by the Employer if the consultant submits Bank Guarantee(s) of equal amount valid up to 28 days beyond the completion date of the consultancy contract. The Consultant shall ensure that the guarantees are valid and enforceable until the completion of work. If the terms of the guarantee specify its expiry date, and the work has not been completed by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the guarantee until the completion of work failing which Employer shall have the right to encash the Bank Guarantee(s).
- d) In case of validity of contract is extended for reasons not attributed to Consultant, the payment per month in the extended period shall be made based on accepted man month rates and actual deployment of staff. The part of the money held back attributed to financial progress of work will continue to be released based on actual financial progress of work

- e) In case the contract is extended due to reasons attributed to Consultant, the payment per month in the extended period shall be made based on accepted man month rates and actual deployment of staff subject to recovery of delay damages specified in Section 3.08 and no payment for adjustment for changes in cost shall be permissible. The part of the money held back attributed to financial progress of work will continue to be released based on actual financial progress of work.
- f) In case the project being supervised is completed ahead of schedule of the original completion date, then the payment to the consultant will be restricted up to the month in which the project is concluded plus the defect liability period.
- g) In the event of termination of construction contract or removal of contractor, no further payment beyond 30 days of such event shall be made to the Consultant, till it is decided by the Employer, if the services of the Consultant/personnel are required and in which case the situation shall be reviewed including further deployment of consultant's staff etc.

Section 6.02

- a) Remuneration shall be determined on the basis of time spent by the personnel listed in the Staffing Schedule in performance of the Services after the Effective Date at the accepted man month rates.
- b) Remuneration for periods of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. Any taking of leave by personnel shall be subject to the prior approval of the Employer (except in emergency cases post facto approval may be considered by the Employer) and the Consultant shall ensure that absence for leave purpose will not delay the progress and adequate supervision of the Services. The period for which the Consultant's personnel will be on leave or absent, shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. In case a person remains absent for more than 3 days in a month, on one hand period of such absence shall not be charged on the bill and in addition recovery @ 1% of the monthly billing rate of the personnel shall also be done from the bills of the consultant for each day of unauthorized absence exceeding 3 days. In case, the Consultant becomes aware that the personnel is unlikely to resume his duty, he shall inform the Employer accordingly and initiate action for replacement of the personnel. The additional recovery for unauthorised absence shall be stopped from the day when the Employer is intimated so by the Consultant. The work of the personnel of the Consultants will have to be adjusted for proper supervision at all times when the work is in progress, without any over time according to the requirement at site.

It is anticipated the project during construction stage will have multiple shift work, 24 hours a day 7 days a week. Working in nights, weekends and holidays will be required. Back-up Consultant resources should be available in case of loss of staff, sickness, or vacations or as required for the project.

- c) Consultant Personnel can avail one weekly rest, National holidays and three of the religious holidays from the list of religious holidays declared at CPM/Mumbai/RVNL office, with the approval of Project Director, for which no deduction in their remuneration will be made. Maximum of six weekly rests can be clubbed with/without prefixing/suffixing it with National Holiday, Religious holiday and taken together, solely at the discretion of the Project Director. However, this will only be with the prior approval of Employer. Consultant if required shall stagger/defer such weekly rest or availing National Holiday or religious holiday during exigencies, so as to ensure uninterrupted progress of works.

Section 6.03: DELETED

Section 6.04: DELETED

Section 6.05:

- (a) Payments to be made by the Employer hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.
- (b) Deleted
- (c) Deleted
- (d) As soon as practicable and not later than fifteen days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Employer, in duplicate, itemized statements, accompanied by receipted invoices, vouchers and other appropriate supporting materials including the attendance record for the period, of the amounts payable to the consultant for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

Section 6.06: As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Employer the Final Statement of Eligible Costs incurred, with vouchers and other appropriate supporting documents for such reimbursable expenditures referred to in Section 6.14. The statement shall

distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses. It should also include the final statement of local content after completion of services in Form-MII provided in Section 3 Proposal Forms.

Section 6.07: Final payment shall be made by the Employer only after the Final Statement and the Final Report have been submitted by the Consultant and approved by the Employer. The Consultant shall submit the Final Statement to the Employer within 120 calendar days of the date of approval by the Employer of the Final Report. All costs, including reimbursable expenses, which have not been included in the Final Statement will not be paid or reimbursed. Should any discrepancy be found to exist between the actual payments made by the Employer and the costs authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by the Employer to reflect such discrepancy. The Consultant shall reimburse any amount that the Employer has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred to the Employer within 3 days after receipt by the Consultant of notice thereof.

Section 6.08: DELETED

Section 6.09:

- (a) Subject to Sections 6.01 and 6.05 above, the Employer shall pay to the Consultants the amounts claimed pursuant to this Article VI within twenty-one (21) calendar days after receipt of satisfactory statements and supporting documents. The Employer may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- (b) All payments by the Employer shall be made to the account(s) specified in Clause 7 of the Agreement.

Section 6.10: Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

Section 6.11: DELETED

Section 6.12: The Consultant shall give the following details of their bankers for payments in accordance with clause 7 of the Contract Agreement and Section 6.09 of General Conditions of Contract.

- (i) Name of the Bank

- (ii) Address of the Bank
- (iii) Title of Bank Account
- (iv) Bank Account Number
- (v) Bank's sort code
- (vi) Bank's swift code
- (vii) Bank's telephone number

Section 6.13: Payments shall be made in accordance with Section 6.09. No interest is admissible on amounts payable by the Employer.

Section 6.14: **Reimbursable Expenses:**The Employer shall pay or reimburse to the consultant in Indian Rupee (INR) for the expenditures incurred in India/abroad in respect of the Services as follows on production of vouchers etc.:-

- a. For the visits of Consultant's personnel as required by the Employer to places outside (in India as well as outside India) his office/Project area in which the personnel is deployed, the Entitlement for Daily allowance, Lodging charges and local conveyance shall be as applicable to E7 category of RVNL employees in case of personnel for whom CV was submitted with the bid and E3 category of RVNL employee in case of other personnel and shall be reimbursed on submission of claim supported by vouchers (For lodging charges & local conveyance).
- b. Relevant provision regarding entitlement in above respects is enclosed as Annexure 'A' of Special Conditions of Contract to Section 5 and with its correspondence revisions as per RVNL's Handbook on Establishment Matters as applicable during the currency of this contract)".
- c. Cost of Travel for attending RVNL office at New Delhi or other places outside Project Area in which the personnel is deployed by train will be limited to 2nd AC Class. However, with prior written approval of the Employer the travel may be permitted by Air limited to Economy class.
- d. Deleted
- e. The safety equipment like safety shoes, jacket, helmets etc. for staff (over and above that provided by the contractor) may be procured by the Consultant (to ensure that each and every personnel of the PMC is provided with safety equipment) after obtaining prior approval of the Project Director or the same shall be provided by the Employer on the instruction of the Project Director and the expenditure incurred on the same shall be reimbursed to the Consultant.
- f. Any other such thing deemed necessary but not covered in this contract is purchased/hired with the approval of Project Director.

Section 6.15: Adjustment for Changes in Cost.

- (A) **Price Adjustment:** The amounts payable to the Consultant at the accepted remuneration rates as per agreement shall be adjusted by the formulae prescribed in this clause.
- (B) **Other Changes in Cost:** To the extent that full compensation for any rise or fall in the costs to the Consultant is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- (C) **Adjustment Formulae:** Payments for remuneration made in accordance with Clause GCC 6.01 in foreign and/or local currency shall be adjusted as follows:
- (a) **Remuneration/payment made in INR** pursuant to the rates set forth in item no. 1(f) of Item-1 of FIN-2 and Remuneration paid in FIN-2 Section-3 shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after 28 days before the deadline of submission of bid) by applying the following formulae:

- (i) When adjustment due date falls before original date of completion of services

$$R_t = R_{I_o} \times \left[0.1 + 0.9 \frac{I_t}{I_o} \right]$$

- (ii) When adjustment due date falls in extension period for which extension is sanctioned for reasons not attributable to the consultant

$$R_t = R_{I_o} \times \left[\frac{I_t}{I_o} \right]$$

where R_t is the adjusted remuneration/payment, R_{I_o} is the remuneration/payment payable on the basis of the rates set forth in Form FIN-2 Section-3 for remuneration/payment payable in local currency, I_t is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the date of completion of every 12 months from 28 days before the deadline of submission of bid and, I_o is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month 28 days before the deadline of submission of bid.

- (b) However if design stage assignment gets delayed beyond 3 months from the original currency of the Design stage for any reason beyond the control of the Consultant i.e. approval delays by the Employer, then the price adjustment for balance value of all stage payments of FIN-2 shall become applicable from the 13th month of the commencement date as per above formula prescribed in (b) above.

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

- (D) Price adjustment shall not be applicable during the extension period for which extension is sanctioned for reasons attributable to the consultant.

ARTICLE VII

Accounts and Records

Section 7.01: The Consultant shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the remuneration and reimbursable expenses referred to in Article VI have been duly incurred.

Section 7.02: The Consultant shall permit duly authorized representatives of the Employer, including auditors selected by the Employer, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, including a breakdown of remuneration rates and reimbursable expenses, and make copies of such documents, accounts and records if so requested by the Employer. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Consultant in relation to the Contract. The Consultant shall cooperate with and assist the Employer and its authorized representatives in making such audit. In the event the audit discloses that the Consultant has overcharged the Employer, the Consultant shall immediately reimburse the Employer an amount equivalent to the amount overpaid or short payment of remuneration as specified in Section 7.01(i) above, together with interest on such amount calculated at the then current interest rate for lending by the Employer from its ordinary capital resources, payable from the date of such overpayment until the date of reimbursement. If overpayment is a result of the Consultant having been engaged in what the Employer determines to constitute corrupt practices or fraudulent practices, the Employer shall, unless it decides otherwise, terminate the contract. Such action shall be in addition to any action that the Employer may declare the Consultant ineligible for award of further the Employer-financed contracts.

ARTICLE VIII

Indemnity and Insurance

Section 8.01: The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the Section 8.02 hereunder, and (b) at the Employer's request, shall provide evidence to the Employer,

showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Section 8.02: The risks and the coverages shall be:

- (1) Third Party motor vehicle liability insurance as required under Motor Vehicle Act, 1988, in respect of motor vehicles operated in India by the Consultants of their Personnel or any Sub-Consultant's or their Personnel, for the period of Consultancy.
- (2) Third Party liability insurance, with a minimum coverage for Rs.2 lakhs for the period of Consultancy.
- 3) Employer's liability and worker's compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultant's, 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
- (4) Professional liability insurance with a minimum coverage equal to total contract value for this consultancy contract.

Section 8.03:

- (a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Employer, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Section 3.01. However, the ceiling on Consultant's liability shall be limited to the original value of the consultancy contract, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct.
- (b) In addition to any liability Consultant may have under Section 8.01 Consultant shall, at its own cost and expense, upon request of Employer, re-perform the services in the event of Consultant's failure to exercise the skill and care required under Section 3.01.
- (c) The Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (I) Employer's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree.

ARTICLE IX

Ownership of Work Product, Computer Programs and Equipment

Section 9.01: All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and

communicated to the Employer in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Employer, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the Employer, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Employer.

Section 9.02: All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the Employer; provided, however, that the Consultant may use such programs for their own use with prior written approval of the Employer. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements. In such cases, the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Section 9.03: Equipment, vehicles and materials furnished to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds supplied or reimbursed by the Employer hereunder, shall be the property of the Employer; Equipment, or materials furnished by the Consultant shall remain the property of the consultant.

ARTICLE X

Disposal of Data and Equipment

Section 10.01: Upon completion or termination of the Services, the Consultant shall:

- (i) Sort and index the documents and data (including the related software) referred to in Sections 9.01 and 9.02 hereof and transmit the same to the Employer; and
- (ii) Furnish to the Employer, as the case may be, inventories of the equipment and materials referred to in Section 9.03 hereof as it then remains, and dispose of the same as directed by the Employer, respectively.

ARTICLE XI

Coordination

Section 11.01: The Consultant shall at all times cooperate and coordinate with the Railway and the Employer, with respect to the carrying out of its assignment under the project.

ARTICLE XII
Exemptions and Facilities

Section 12.01: Taxes and Duties:

- (a) For Consultants/personnel: The consultants and its personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However, GST will be paid extra, as applicable, to the Consultant by the Employer.
- (b) The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date i.e. 28 days prior to the deadline for submission of bids, which affect the Consultant in the performance of obligations under the Contract.

Section 12.02: Facilities: The Construction Contractor shall provide facilities as detailed in Data Sheet Attachment 2 of Section2.

ARTICLE XIII
Force Majeure

Section 13.01: If either party is temporarily unable by reason of force majeure or the laws or regulations of Republic of India to meet any of its obligations under the Contract, and if such party gives written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

Section 13.02: Neither party shall be liable to the other party for any loss, actually incurred or not, or damage sustained by such other party arising from any event referred to in Section 13.01 or delays arising from such event.

Section 13.03: The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any

other similar events.

Section 13.04: No Breach of Contract:

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has Informed the other Party as soon as possible about the occurrence of such an event.

Section 13.05: Extension of Time:

Any period within which a Party shall, pursuant to this Contract complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Section 13.06: Payments:

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract for the personnel actually deployed during the period and reimbursable expenses incurred.

ARTICLE XIV

Suspension

Section 14.01:

- (a) The Employer may, by notice to the Consultant, suspend, in whole or in part, the Services or the disbursement of funds hereunder if the Employer determines that
 - (i) The Consultant shall have failed to carry out any of its obligations under this Contract;
 - (ii) any other condition has arisen which, in the reasonable opinion of the Employer interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purposes of the Contract; or
 - (iii) A force majeure event has occurred.
- (b) In the event of a major delay in the implementation of the Services, the Employer may suspend the payments as scheduled.

ARTICLE XV

Termination

Section 15.01: Termination by the Employer:

The Employer may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) below. In such an occurrence the Employer shall (except in the case of paragraph (f), (g) & (h) below) serve not less than Fourteen (14) days written notice of termination and if the Consultant does not within 14 days after the delivery to him of such notice proceed to make good his default in so far as the same is being capable of being made good and carry on the work or comply with such directions as specified in such notice to the entire satisfaction of the Employer, the Employer shall be entitled to terminate the contract by issue of termination notice to the Consultant. In the case of sub-paragraph (f) or (g) or (h), the Employer may by a notice terminate the Contract immediately.

- (a) fails to remedy a failure as specified in a notice of suspension under Clause 14.01
- (b) fails to comply with Sub-Clause 3.04 (a) Article III [Performance Security] ;
- (c) fails to comply with Sub-Clause 3.04 (b) Article III [List of Personnel];
- (d) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than forty-five (45) days,
- (e) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (f) without reasonable excuse fails:
 - (i) to perform any of its obligations under the contract, including the carrying out of the Services, or
 - (ii) to take steps to deploy competent and adequate number of personnel as per requirement of the Employer
- (g) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (h) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,or if any of the Consultant's Personnel, agents or Subcontractors

gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (g). However, lawful inducements and rewards to Consultant's Personnel shall not entitle termination.

- (i) If the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- (j) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

The Employer's decision to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Consultant shall then leave the Site and deliver any required Goods, Documents, and other design documents made by or for him, to the Employer.

After termination, the Employer may complete the Services and/or arrange for any other entities to do so, in the manner and method at his sole discretion and whose decision shall be final. The Employer and these entities may then use any Goods, Documents and other design documents made by or on behalf of the Consultant.

Section 15.02: By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Section 15.02.

- a) if the Employer fails to pay any sum due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Article XVI hereof within forty-five (45) days after receiving written notice from the consultants that such payment is overdue, or.

- b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the services for a period of not less than forty-five (45) days.

Section 15.03: Payment upon Termination:

- (a) If the termination has been occasioned by the default of the Consultant as per section 15.01 (a) to (h) except (c), the Employer shall encash the performance Guarantee and forfeit the Performance Security in full. Employer shall release any payment due to the Consultant for satisfactory services provided prior to termination and evaluated at the date of termination as per contract conditions. However, if by this time the Consultant has failed to make a payment due to the Employer, the same will be deducted from the payment due and any balance remaining shall then be paid to the Consultant.
- (b) Unless such termination shall have been occasioned by the default of the Consultant, the Consultant shall be entitled to reimbursement in full for the costs specified in Section 6.05 as shall have been incurred up to the date of such termination and for costs incident to the orderly liquidation of the Services (including return travel of the personnel).
- (c) All claims made by the Consultant under Section 15.03 (b) shall be supported by documentation submitted to the Employer, satisfactory in form and content to the Employer.
- (d) Upon the receipt or giving of any notice referred to in Section 15.03 (a), if the Consultant is not in default under the Contract and has partly or substantially performed its obligation under the Contract up to the date of termination and has taken immediate steps to bring the Services to a close in prompt and orderly manner, to reflect the reduction in the Services, provided that in no event shall the Consultant receive less than his actual costs up to the effective date of the termination, plus a reasonable allowance for overhead and profit.

ARTICLE XVI

Settlement of Disputes

Section 16.01 Amicable Settlement:

In case any dispute or difference between the Employer and the Consultant for which claim has already been made by the Consultant, remains unresolved, the Consultant shall then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or differences as also the amount of claim item-wise. The parties shall make attempts to settle

the dispute amicably before the commencement of arbitration. However, unless both parties agree otherwise, demand for arbitration may be made by the Consultant after 90 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt for amicable settlement has been made.

Section 16.02:

Arbitration

Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Consultant related to any matter arising out of or connected with this contract, then the Consultant, after 90 days but within 150 days from the day on which a notice of dissatisfaction and intention to commence arbitration was given under clause 16.01, shall be entitled to demand in writing that the dispute or difference be referred to arbitration.

Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under clause 16.01 but could not be settled, together with counter claims or set off, given by the Employer, shall be referred to arbitration subject to the condition that total amount of claims in the contract is not exceeding 20% of the contract price. Other matters shall not be included in the reference.

The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Chairman and Managing Director, Rail Vikas Nigam Limited, New Delhi (CMD/RVNL).

The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

16.02.1 **Number of Arbitrators:** The arbitral tribunal shall consist of three arbitrators.

16.02.2 **Procedure for Appointment of Arbitrators:** The arbitrators shall be appointed as per following procedure:

- (a) The Consultant, while invoking demand for arbitration, shall submit to CMD/RVNL, claims duly quantified along with name and contact details of his nominee arbitrator. Thereafter, the Employer will nominate his nominee arbitrator within a period of 30 days from receipt of such demand from the Consultant and will issue letter of appointment to both the arbitrators appointed by the parties with a copy to the Consultant.
- (b) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case

of failure of the two Arbitrators appointed by the parties to reach upon consensus within a period of 30 days from the appointment of the Arbitrators subsequently appointed, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Chairman and Managing Director, Rail Vikas Nigam Limited, New Delhi.

- (c) 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 CMD/RVNL fails to act without undue delay, the CMD/RVNL shall appoint new arbitrator/arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (b) above. 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).

16.02.3

Qualification and Experience of Arbitrators (to be appointed as per sub-clause 16.02.2 above):

The contract being of specialized nature requiring knowledge and experience of dealing with project management / construction contracts, the arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a working/retired officer (not below E- 9 grade and above in a PSU with which RVNL has no business relationship) of any discipline of Engineering or Accounts/Finance department, having experience in project management consultancy / construction contracts; or

a retired officer (retired not below the HAG level) of any Engineering/Accounts Services of Central Government, having experience in Contract Management of construction contracts; or a retired officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-9 grade in RVNL or a PSU with which RVNL has a business relationship) of any Engineering discipline or Accounts department, having experience in project management consultancy / construction contracts.

No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

- 16.02.4** No new claim, except as otherwise mutually agreed by the Parties, shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 16.02.5** Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during amicable settlement.
- 16.02.6** The reference to arbitration may proceed, notwithstanding that the services shall not then be or be alleged to be complete, provided always that the obligations of the Employer and the Consultant shall not be altered by the reason of the arbitration being conducted during the progress of the Consultancy. Neither party shall be entitled to suspend the services, nor shall payment to the Consultant be withheld on account of such proceedings.
- 16.02.7** If the Consultant(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the Consultant(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 16.02.8** Arbitration proceedings shall be held at New Delhi, India or at a place where CPM/RVNL's (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 16.02.9** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.
- 16.02.10** 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. A party may apply for correction 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 specific point of award to tribunal within 60 days of the receipt of award.
A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 16.02.11** 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.

16.02.12 The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the employer (enclosed as Annexure 'B' to Section 5) and as amended from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the parties or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.

Section 16.03 The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Data Sheet.

ARTICLE XVII

Variations

Section 17.01:

- (i) The second part of the contract i.e. design support and PMC services during construction stage shall only come into operation once construction contract is awarded and the consultant has deposited the required performance security. In case the construction contract is not awarded then the PMC services shall not be required and the same shall not be treated as variation. In such case, no claim of the consultant on account of non-operation of Design Support and PMC services shall be entertained
- (ii) Payments during design stage shall be released to the consultant as per the services delivered by the consultant as specified in FIN-2.
- (iii) The design and deliverables submitted by the consultant and accepted by RVNL shall be the property of RVNL and will be used in subsequent works.
- (iv) In addition, the Contract may be varied by agreement between the parties. All such variations shall be in writing signed by the authorized representative of the Consultant and the Employer.

Section 17.02: The Employer may notify the Consultant to alter, amend, omit, add to, or otherwise vary the Services upto 25% increase of the contract value or upto 50% increase of the original completion period stipulated in the contract, whichever is earlier, on the same rates, terms and conditions and the Consultant shall be bound by such variations. Beyond 25% **increase of the Contract Value** or beyond 50% increase of the original completion period, whichever is earlier, new rates shall be agreed between Employer and Consultant. In such event, the Consultant shall submit to the Employer an estimate for the proposed changes in rates along with justification for such rates to the Employer:

- (i) within fourteen (14) calendar days of receipt of a notice of variation in case of proposed increase of the contract value beyond 25%;
- (ii) at least 60 days in advance of reaching limit of 50% increase in completion period, if it is anticipated that consultancy contract period shall need to be extended beyond 50% of the original completion period.

ARTICLE XVIII

Conflict of Interest

Section 18.01: Except as the Employer shall otherwise specifically agree in writing:

- (a) Neither the Consultant, the personnel nor any subsidiary or affiliate of the Consultant shall engage in any activities, other than as consultant, on any future project which may emerge from the Services;
- (b) No personnel of the Consultant listed in the Staffing Schedule shall engage, directly or indirectly, in any business or professional activities which would conflict with the Services.

ARTICLE XIX

Confidential Information

Section 19.01: Except with the prior written consent of the Employer, the Consultant and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, "confidential information" means any information or knowledge acquired by the Consultant and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

ARTICLE XX

Contractual Ethics

Section 20.01: No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, have been given or received in connection with the selection process or in the contract execution.

ARTICLE XXI**Compliance to Laws Bylaws & Regulations**

Section 21.01: The Consultants shall respect and abide by all applicable laws and regulations in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the Republic of India including regulations and rules made there under as may be in force and effect during the subsistence of this agreement. The consultant shall use its best efforts to ensure that their personnel and their dependents, while in India and local employees of the consultant shall respect and abide by the said laws and regulations.

ARTICLE XXII**Specifications and Designs**

Section 22.01: The consultant shall prepare all specifications and designs (wherever applicable) using the metric system and so as to embody the latest design criteria.

Section 22.02: The consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services (wherever applicable) for the project are prepared on an impartial basis so as to promote international competitive bidding.

C. SPECIAL CONDITIONS OF CONTRACT

(These conditions are amendments, supplements and modifications to General Conditions of Contract (GCC) and shall supersede the GCC in interpreting the contractual obligations)

Definitions: Unless the context otherwise require the following terms wherever used in this contract shall have the following meaning:

- a) **"ApplicableLaw"** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including regulations and rules made there under, as may be in force and effect during the subsistence of this Agreement.
- b) **"Contingencies"** means provision for items of work which have been overlooked or which may turn out to be necessary during the progress of the services and price contingencies due to increase in international and domestic costs for the person-months rates and reimbursable.
- c) **"Contract"** means the Contract Agreement signed by the Parties which includes all the documents listed in clause 12 of the Contract Agreement.
- d) **"EffectiveDate"** means the date on which 'notice to proceed' is given to the consultant pursuant to clause 10 and clause 4 of the Contract Agreement.
- e) **"ForeignCurrency"** means currency of any other country other than the currency of the Republic of India.
- f) **"Local Currency"** means the currency of the Republic of India.
- g) **"Party"** means the Employer or the Consultants, as the case may be, and parties means both of them.
- h) **"Personnel"** means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the services or any part thereof.
- i) **"SCC"** means the Special Conditions of Contract by which the General Conditions of Contract may be amended or supplemented; and
- j) **"Services"** means the work to be performed by the Consultants pursuant to this Contract as described in RFP document.
- k) **"Sub-Consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Section 4.01 of Article IV of GCC.

- l) "**Consultant**" means the firm providing services to the Employer.
- m) "**Contractor**" means the firm who is executing the project for the Employer

ANNEXURE 'A'
(RELEVANT ABSTRACT OF RVNL'S HAND BOOK ON ESTABLISHMENT MATTER)

9. TRAVELLING AND DAILY ALLOWANCE RULES

9.1 In cases of journeys from Headquarters to contiguous places, within a radius of 25 km. from the Headquarters, daily allowance is not admissible. However, actual conveyance charges as per entitlement as mentioned in para 9.2 will be reimbursed.

9.2 Entitlement of local conveyance

Category of Employees	Designation	Entitlement
E9	ED	Actual Taxi fare
E8	GGM/GM/CPM	Actual Taxi fare
E7	AGM	Actual Taxi fare
F6	JGM	Actual Taxi fare
E5	DGM	Actual Taxi fare
E4	Sr. Manager	Actual Auto charges
E3	Manager	Actual Auto charges
E2	Asst. Manager	Actual Auto charges
E1	Sr. Executive	Actual Auto charges
E0	Executive	Actual Auto charges
S1	Below Executive	Public Transport

9.3 Travel entitlements while on tour/transfer: -

S.No.	Mode	Category of Employees	Entitlement
(i)	By Air	E8-E9	Business/Club class by air/AC first class by train
(ii)	By Air	E5 - E7	Economy class by air/ AC first class by train
(iii)	By Rail	(a) E3-E4 (b) E-0 to E-2 (c) Below Executive	AC 2 Tier AC 2 Tier First class/AC 3 Tier/ Chair car
(iv)	By Rail	Below Executive	II class/II class sleeper

9.4 ENTITLEMENT OF DAILY ALLOWANCE

Category of Employees	Designation	Entitlement (₹)
E9	ED	1500
E8	GGM/GM/CPM	1350
E7	AGM	1200
F6	JGM	1050

Category of Employees	Designation	Entitlement (₹)
E5	DGM	1050
E4	Sr. Manager	900
E3	Manager	900
E2	Asst. Manager	900
E1	Sr. Executive	800
E0	Executive	800
S1	Below Executive	500

9.5 Daily allowance may be drawn for broken periods of a "Day" on the following scales:

For absence of less than 6 hours : 30%

For absence of 6 hours and more but less than 12 hours : 70%

For absence of 12 hours and above : 100%

9.6 For the time spent on Journey, rates of D.A. as indicated in Para 9.6 above (for other cities) will be admissible.

9.7 Lodging Charges: **Upper ceiling for lodging charges shall be as under: -**

Category and scale of the employee	Upper ceiling for lodging charges		
	X Class Cities* (Rs.)	Y Class Cities* (Rs.)	Z Class Cities* (Rs.)
(I)	(II)	(III)	(IV)
E8-E9	10000	9000	7500
E-7	7500	6000	5000
E-6 & E-5	6000	5000	4000
E-4 to E-2	3000	2500	2000
E-1 & E-0	2000	1500	1000
Below Executive	500	300	200

Note:

(1) * as per classification of cities for the purpose of HRA annexed at Annexure-C.

(2) The above rates of accommodation are exclusive of taxes and surcharges.

Annexure-B
Letter of Acceptance

[on letterhead paper of the Employer]

..... date.

To: *[name and address of the Consultant]*

Subject: *[Insert Name and Identification number]*.....*[Notification of Award]*.....

1. This is to notify that your Bid dated ----- opened on ----- for execution of the *(insert name of the consultancy)*, for Bid No.i----- dated ----- for the Accepted Contract Amount of the equivalent of ₹ ----- excluding GST (₹.----- *(in words)*-----, excluding Goods and Service Tax), as corrected and modified in accordance with the Instructions to Consultant's, is hereby accepted. Goods and Service Tax will be paid extra as applicable.
2. The consultancy work are to be completed within ----- months of actual date of commencement. Date of commencement will be within 60 calendar days from the date of issue of Letter of Acceptance (LOA).
3. You are requested to furnish the Performance Security of ₹----- within 28 days from the date of issue of Letter of Acceptance in accordance with the Conditions of Contract.
4. You shall also undertake not to use information gained in the designing of the works for any purpose without obtaining the prior approval of RVNL and shall not make any public announcement or divulge any material relating to the project either in India or overseas without the prior written consent of RVNL.
5. You are requested to contact CPM/Mumbai/RVNL for signing of the Contract Agreement and making necessary preparation for mobilization of men and materials & for execution of work.
6. Until a formal agreement is signed, this Letter of Acceptance will constitute a binding contract between you and RVNL.
7. This Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed and stamped on all pages including your unconditional acceptance thereof so as to reach the undersigned within fourteen days of issuance of this letter, as a token of your acknowledgement.

Authorized Signature:

Name and Title of Signatory:

Annexure-C
**FORM OF CONTRACT PERFORMANCE SECURITY
 (BANK GUARANTEE)**

[Refer Clause 11 of Instructions to Consultants]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:

Name and Address of the Bank.....

.....

To:

CPM/GM (Name of PIU)

For and on behalf of

The Chairman and Managing Director,

Rail Vikas Nigam Limited,

1st Floor, August Kranti Bhawan,

Bhikaji Cama Place, R. K. Puram,

New Delhi-110 066.

WHEREAS, Rail Vikas Nigam Limited, hereinafter called the **Employer**, acting through **[Insert Designation and address of the Employer's Representative]**, has accepted the bid of **[Insert Name and address of the Contractor]**, hereinafter called the **Contractor**, for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **[Insert Value of Performance Security required]**, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the JV partner]**, a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the

aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

- 10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
- 13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place..... *[Signature of Authorised person of Bank]*

..... *[Name in Block letters]*

..... *[Designation]*

..... *[P/Attorney] No.*

.....

Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*

Name & Address & Seal

2. *Signature*

Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3 *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*
- 4 *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is **[Fill share % in the JV]** percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

Annexure-D

Rail Vikas Nigam Limited
(A Govt. of India Undertaking)

Corporate Office: 1st Floor, 'B' Block, August Kranti Bhawan, Bhikaji Cama Place, New Delhi- 110066.
Tel: +91 11 26738553, Fax +91 11 26738573; pramodkumar.sharma@rvnl.org

No. C/Policy/Arbitration/2007-08

Dated 19.11.2018

All ED(Projects), GGMs, CPMs, GMs & AGMs,
RVNL

Sub: Fee Structure for Arbitrators/Conciliators

Ref: This office letters of even no. dated 14.12.2015 & 15.12.2015

In supersession of letters under reference, fee structure for Arbitration/Conciliation cases shall be as indicated below;

(a) In case of Retired/Officers other than working in RVNL:

S. No.	Particulars	Maximum amount payable per Arbitrator/Conciliator, per case
1	Arbitrator/Conciliator's Fee	Rs. 40,000/- per day or Rs. 20,000/- per half day subject to a maximum of Rs.20 lakh per case. Note: (1) The assessment of work shall be on the following basis: (i) 'A day' means more than 2½ hours continuous work on any date; (ii) 'A half day' means work of 2½ hours or less on any date. (iii) If two or more hearings of more than 2½ hours continuous duration are held on any date, then the work shall be treated as equal to 2 days. (2) The above fee is for hearings and includes a maximum of 3 internal meetings held at RVNL office by the Arbitral Tribunal for finalization of award without the presence of the parties involved.
2	Studying of documents	Rs.25,000/-
3	Secretarial Assistance & Incidental Charges (telephone, fax, postage etc.)	Rs.30,000/-



S. No.	Particulars	Maximum amount payable per Arbitrator/Conciliator, per case
4	Charges for publishing/declaration of Award/Settlement Agreement	Maximum Rs. 30,000/- to be fixed by Arbitrator.
5	Other expenses (actuals against bills subject to the prescribed ceiling) applicable for the days of hearing only :	
	i) Travelling Expenses	Economy Class (by air), first class AC (by train) and AC Car (By Road)
	ii) Lodging and Boarding	a) Rs.10,000/-+ GST per day (In Metro cities) b) Rs.7,500/- + GST per day (in other cities) c) Rs.3,000/- +GST per day, if any Arbitrator does not stay in the hotel as mentioned a) and b) above NOTE : 1. Lodging, Boarding and travelling expenses shall be allowed for those members who are residing 100 Km away from place of meeting. 2. Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.
6	Local Travel	Rs.2,000/- per day
7	Registration Fee	NA
8	Providing Facilities of hearing rooms, for arbitration hearings and secretarial assistance etc.	NA

(b) In case of Departmental Officers of RVNL:

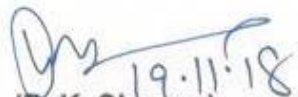
S. No.	Particulars	Maximum amount payable per Arbitrator/Conciliator, per case
1	Arbitrator/Conciliator's Fee	Rs.25,000/- per day or Rs. 12,500/- per half day subject to a maximum of Rs.12 lakh per case. Note: (1) The assessment of work shall be on the following basis: (i) 'A day' means more than 2½ hours continuous work on any date; (ii) 'A half day' means work of 2½ hours or less on any date. (iii) If two or more hearings of more than 2½ hours continuous duration are held on any



		date, then the work shall be treated as equal to 2 days.
		(2) The above fee is for hearings and includes a maximum of 3 internal meetings held at RVNL office by the Arbitral Tribunal for finalization of award without the presence of the parties involved.
2	Studying of documents	Rs.15,000/-
3	Secretarial Assistance	Rs.18,000/-
4	Charges for publishing Arbitral Award	Maximum Rs.18,000/- to be fixed by Arbitrator.

The fee is to be shared equally between RVNL and the other party to the dispute.

This issues with the approval of CMD/RVNL and shall be effective from the date of issue of this letter.


 (P. K. Sharma)
 GGM/P-II

Copy:

1. Secy to CMD – for kind information of CMD
2. DP, DO, DPE & CFO – for kind information please
3. All PEDs and EDs in Corporate Office - for kind information please