

REQUEST FOR PROPOSAL (RFP)

FOR

APPOINTMENT OF

DETAILED DESIGN CONSULTANT (DDC)

FOR

“PROVIDING SERVICES RELATED TO STRUCTURAL DESIGNS FOR NEW LINE, DOUBLING, 3RD & 4TH LINE PROJECTS, ROAD OVER BRIDGES AND ROAD UNDER BRIDGES ETC. INCLUDING STATION BUILDINGS, FOBs, PF SHELTERS AND OTHER ANCILLARY STRUCTURES” FOR PROJECTS UNDER CAO/CONSTRUCTION, SOUTH CENTRAL RAILWAY, SECUNDERABAD.

MINISTRY OF RAILWAYS

GOVERNMENT OF INDIA

JUNE-2026

CE/C/Plg&Sy/SC

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DISCLAIMER

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

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

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

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

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

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

GLOSSARY

Authority As defined in Clause 1.1

Bid As defined in Clause 1.2.1

Bidder As defined in Clause 1.2.1

Bid Due Date As defined in Clause 1.1.1 (4)

Bidding Process As defined in Clause 1.2.1

Bid Security As defined in Clause 1.2.4

CV means Curriculum Vitae

Eligible Assignment As defined in Clause 3.1.3

Financial Bid As defined in Clause 1.2.1

KIT means Key Information Table as provided in Clause 1.1.1

Lead Member As defined in Clause 2.1.2 (iii)

LOA means Letter of Award

Project As defined in Clause 1.1.1

Railway means the President of the Republic of India, or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

RFP means Request for Proposal

Selected Bidder as defined in Clause 3.6.1 or Clause 3.6.3, as the case may be.

Technical Bid As defined in Clause 1.2.1

TOR means Terms of Reference

US\$ means United States Dollar

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

1. Introduction

1.1. Background

The President of India represented by the Chief Administrative Officer, Construction, South Central Railway (the “Authority”), having its principal office at Rail Nirman Nilayam, Secunderabad – 500 003, India is engaged in the development of railways and related infrastructure, and as part of this endeavour, Authority intends to appoint a reputed Consulting firm as Detailed Design Consultant (the “DDC”) for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad. The DDC shall perform the duties in accordance with the provisions of the Agreement, and in accordance with the terms of reference (“Terms of Reference” or “TOR”).

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

S.No.	Particular	Details
1.	Name of the Project	Request for Proposal (RFP) for Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad.
2.	Invitation of RFP	24.06.2026
3.	Estimated Cost of Consultancy Services *(in figures and words)	Rs. 9,26,28,000.00 (Nine Crores Twenty-Six Lakhs Twenty-Eight Thousand Rupees only)
4.	Estimated period for completion of services	36 months
5.	Bid Due Date and time	By 15:00 hrs IST on 17.08.2026
6.	Physical submission of documents if any	As per Clause 1.2.2,2.2.1,2.3.1.2
7.	Date and Time of Opening of Bid	At 15:00 Hrs on the Bid Due Date
8.	Mode of tendering	Single stage two packet (open)
9.	Consortium/Joint Venture	Allowed
10.	Mode of submission of Bids	Online submission on e-Procurement Portal
11.	e-Procurement Portal	www.ireps.gov.in
12.	RFP document Fee	NIL
13.	Bid Security (Refer clause 2.3)	Rs. 6,13,100.00 (Six Lakhs Thirteen Thousand One Hundred Rupees only)

14.	Bank Account Details of the Authority	Name of Beneficiary: FA&CAO/C/Secunderabad Name of the Bank: State Bank of India Account No.: 35404033198 Address of the Branch: Secunderabad IFSC code: SBIN000916
15.	Authority's Representative for this RFP purpose	Designation of Officer: Deputy Chief Engineer/Con/Planning, Address: CAO/C Office, 2nd floor, Rail Nirman Nilayam, Secunderabad-500025 E mail: conplgscr@gmail.com
16.	Validity of the Bid	120 days from the Bid Due Date
17.	Pre-bid Conference Details	Date: 03.07.2026 Time:11:00hrs Venue: Conference Hall of CAO/C/SC's Office 1 st floor, Rail Nirman Nilayam, SC Railway, Secunderabad- 500025
18.	Last date of receiving Queries	10.07.2026
19.	Reply to Pre-Bid Queries	24.07.2026
20.	Performance Security	5% (Three or Five percent) of the Cost of services in terms of Clause 2.15 shall be valid until 60 (sixty) days of the expiry of the Contract Period. In favour of: FA&CAO/C/Secunderabad Payable at: Secunderabad
21.	Submission of Performance Security	Within 15 days of issue of Letter of Award (LOA)
22.	Signing of Agreement	Within 15 days of submission of Performance Security

1.2. Brief Description of Bidding Process

- 1.2.1. The Authority has adopted a single stage two packet system (referred to as the "**Bidding Process**") for selection of the Bidder to provide Detailed Design Consultancy Services. The 1st (first) part (the "**Technical Bid**") of the process involves evaluation of the requirements of the technical bid by the interested parties and who submits a Bid in accordance with the provisions of this RFP (the "**Bidder**"). The 2nd (second) part of the process involves opening of financial bids (the "**Financial Bid**") of the bidders qualified in Technical Bid. The Technical and Financial Bid shall collectively be referred as Bid (the "**Bid**"). Bids will finally be ranked according to their combined technical and financial scores as specified in Clause 3.5.
- 1.2.2. The Bidder would be required to furnish all information specified in this RFP which includes physical submission of required documents in original at the designated office of Authority mentioned in KIT as per the provisions under clause 2.2.1 The Technical Bids of Bidders would be evaluated and only those Bidders that are qualified by the Authority shall be eligible for the 2nd (second) part of the Bidding Process comprising opening and evaluation of their Financial Bids.

- 1.2.3. This RFP is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, and other detailed examination of this Consultancy assignment before submitting their Bids. Nothing contained in the above description shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of this RFP. Bidders are advised to examine the Terms of References in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Detailed Design Consultancy Services.
- 1.2.4. The Bid document shall be available free of cost through the e-Procurement Portal as mentioned in the KIT. A Bidder is required to submit, along with its Bid, a Bid Security of the amount as mentioned in the KIT (the "**Bid Security**"). The Bidder will have to provide Bid Security through e- payment Gateway of e-Procurement Portal/Authority. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security.
- 1.2.5. Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 1.2.6. Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/special messenger or by e-mail or through **e-Procurement Portal**, so as to reach the Authority's Representative in item no. 14 of KIT by the specified date. Such queries or request for additional information shall be dealt as per the provision of Clause 2.12. The envelopes/ communication shall clearly bear the following identification/ title:
"Queries / Request for Additional Information: RFP for Appointment of Detailed Design Consultant for South Central Railway"

1.3. **Schedule of Bidding Process**

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

2. Instructions to Bidder(s) (ITB)

2.1. General

- 2.1.1. The project brief and background is provided in the Introduction. Bidder(s) are advised to inform themselves fully about the site, assignments and the conditions before submitting the Proposal by visiting site location area and Authority office. Please note that no cost of any such visit is reimbursable by Authority.
- 2.1.2. In case a Bidder possesses the requisite experience and capabilities required for undertaking the Detailed Design Consultancy Services, it may participate in the Selection Process either individually (the “**Sole Bidder**”) or as JV/consortium of firms (the “**Consortium**”) in response to this invitation. The term bidder (the “**Bidder**”) will apply to both a Sole Bidder or a Consortium and its Members. However, no Bidder applying individually or as a Member of a Consortium as the case may be, can be Member of another Bidder. The manner in which the Bid is required to be submitted, evaluated, and accepted is explained in this RFP. In case the Bidder is a Consortium, it shall, comply with the following additional requirements to be eligible:
- i. Number of Members in a consortium shall not exceed 3 (three);
 - ii. Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for Member of the Consortium;
 - iii. Members of the Consortium shall nominate one Member as the lead member (the “Lead Member”), who shall have minimum 51% share in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Detailed Design Consultant;
 - iv. The Bid should include a brief description of the roles and responsibilities of individual Members;
 - v. An individual Bidder cannot at the same time be a Member of a Consortium applying for the Project. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the Project;
 - vi. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a. clearly outline the proposed roles and responsibilities, if any, of each Member;
 - b. include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations in relation to the Project(s) until the completion of the Services in accordance with the contract and the ToR

- c. clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Services, if awarded to the Consortium; except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior consent of the Authority.
- vii. No change in composition of the Consortium will be submitted to the Authority during the Selection Process and during the subsistence of the Services.
- viii. All the Members of the Consortium shall be liable jointly and severally for all obligations of the DDC in relation to the Project(s) until completion of Services in accordance with the Agreement and the ToR.

2.1.3. Priority of agreements and errors/discrepancies

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

- i. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- ii. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- iii. between any two Schedules, the Schedule relevant to the issue shall prevail;
- iv. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- v. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- vi. between any value written in numerals and that in words, the latter shall prevail.

2.2. Submission of Bids

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

2.3. Bid Security for RFP

- 2.3.1. The Bidder is required to submit an interest free Bid Security as per KIT. Please refer to instructions for online bid submission at the E-Procurement Portal.
- 2.3.1.1. The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering.
- 2.3.1.2. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender

documents. The Bank Guarantee bond shall be as per Annexure-5 and shall be valid for a period of 90 days beyond the bid validity period. In case, submission of Bid Security in the form of Bank Guarantee Bond, following shall be ensured:

- i. A scanned copy of the Bank Guarantee bond shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee bond should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. (i.e. excluding the last date of submission of bids)
 - iii. Non-submission of scanned copy of Bank Guarantee bond with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement of BG Bond.
- 2.3.2. Bid security of unsuccessful Bidder(s), if any, shall be returned after issuance of LOA to the Selected Bidder. Bid Security of Selected Bidder, if any, shall be returned after submission of Performance Security as per the provision of this RFP and LOA.
- 2.3.3. MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ ‘UDYAM REGISTRATION’/ Any other body specified by Ministry of MSME are exempted from the payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:
- a. District Industries Centers;
 - b. Khadi and Village Industries Commission;
 - c. Khadi and Village Industries Board;

- d. Coir Board;
- e. National Small Industries Corporation;
- f. Directorate of Handicraft and Handloom; and
- g. Any other body specified by the Ministry of MSME.

However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder(s) during bid submission. The onus of proving that the Bidder is exempted from payment of the Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non- responsive and rejected outright.

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

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

2.3.5. Under such case as mentioned under Clause 2.3.4, the Bid Security or the Performance Security if submitted, shall be forfeited and the Bidder shall be banned from submission of bids in any works/services tender issued by Ministry of Railways for a period up to 5 (five) years from the date of such banning done.

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

2.3.7. **Procurement Preference**

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

Purchase Preference to MSE’s: For purchase preference to Micro and Small Enterprises (MSE’s) defined in 2.3.3 above, latest directives/instructions of Public Procurement Policy issued by the Government of India from time to time, including but not limited to the “Manual for Procurement of Consultancy & other Services” issued by Department of Expenditure (Ministry of Finance) up to Bid Due Date shall be applicable to the bidding process and award of the contract shall be done accordingly.

2.4. **Validity of the Bid**

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

2.5. **Preparation of Bids**

- i The Bid as well as all related correspondence exchanged by the Bidder(s) and the Authority shall be written in English language, unless specified otherwise.
- ii. In preparing their Bid, Bidder(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.
- iii. An authorized representative of the Bidder(s) shall digitally sign the Technical and Financial Bid. The authorization shall be in the form of a written Power of Attorney, as per the format provided in Appendix-I (Technical Bid Form-4), accompanying the Bid and also Power of Attorney for Lead Member in case of Consortium as per the format provided in Appendix-I (Technical Bid Form-5)

2.6. **Technical Bid**

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

- a) The estimated number of Key Personnel for the Services is provided in Clause 6 of Terms of Reference of this RFP. In line with the requirement, while making the bid, the Bidder must ensure that he proposes the minimum number and type of expert(s) as sought by the Authority above, failing which the bid shall be considered as non-responsive and shall not be evaluated further.
- b) Bidders shall submit the Technical Bid in the formats at Appendix- I
- c) While submitting the Technical Bid, the Bidder shall, in particular, ensure that:
 - i The Bid Security is submitted as per Clause 2.3;
 - ii All forms are submitted in the prescribed formats and all the RFP, Corrigendum, Addendum and Reply to Queries, submitted by bidder shall be digitally signed by the bidder or his representative holding the Power of Attorney;
 - iii Power of Attorney for Authorized Representative, (in case of Consortium by Authorized Representative of Lead Member of Consortium) if applicable, is submitted in the format provided at is executed as per Applicable Laws;
 - iv Joint Bidding Agreement is executed and submitted as specified in Appendix-I Technical Bid Form-6 in case of Consortium.

- v The bid is responsive in terms of Clause 2.20.2;
 - vi Failure to comply with the requirements spelt out in this Clause shall make the Bid liable to be rejected.
- d) Authority reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority thereunder.
- e) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information the Bidder shall be disqualified forthwith, if the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected if not yet appointed as the Detailed Design Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, shall be terminated, by a communication in writing by Authority without Authority being liable in any manner whatsoever to the Bidder or Consultant , as the case may be. The award of this Project to the Bidder at Bid stage may also be liable to cancellation in such an event. In such an event, Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority and the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of up to 5 years from the date of such banning done.
- f) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.
- 2.6.2. The Technical Bid shall not include any financial information. A Technical Bid containing financial information shall be declared as non-responsive.
- 2.6.3. Authority shall be at liberty to keep the credentials submitted by the Bidders at bidding stage, in public domain and the same may be uploaded by the Authority on Authority's website. Bidders should have no objection if Authority uploads the information pertaining to their credentials as well as of their Key Personnel.
- 2.6.4. By submitting the Bid, it is also understood that the individual Key Personnel proposed in the bid by the Bidder, or any replacement thereof shall have no objection in uploading/hoisting of their credentials by the Authority in public domain.

2.7. Financial Bid

- 2.7.1. Bidders shall submit the financial bid online in the formats indicated at Appendix-II (the "Financial Bid") clearly indicating the total cost of the Project, in terms of proposed deployment as per Appendix-II, Financial Bid Form-1, and digitally signed by the Bidder's Authorized Representative.
- 2.7.2. While submitting the Financial Bid, the Bidder shall ensure the following:

- i Financial Bid must be filled in IREPS using the formats attached in Appendix-II. No Details of Financial bid should be entered in Technical Bid.
 - ii No additional personnel/items/quantities other than that specified in the formats should be proposed by the Bidder.
 - iii DDC shall be paid as per the remuneration rates for services in the financial bid submitted by them and in terms of the provision of this RFP.
 - iv The remuneration rates shall be increased as per the provisions under Clause 4.7 of the Agreement. However, for evaluation and award of the Bid, the quoted rates shall be considered without considering the increase in the remuneration rates.
 - v All the costs associated with the Project shall be included in the Financial Bid. These shall normally cover remuneration for all the personnel, accommodation, air fare, travel, equipment other than surveying, printing of documents, stationary etc except the cases of specific items that are given in Financial Bid Form Appendix-II. The Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
 - vi The Financial Bid shall take into account all expenses and all tax liabilities except for GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - vii There is no provision of Mobilization advance in this contract.
- 2.7.3. The rates quoted shall be firm throughout the period of performance of the Project up to and including discharge of all obligations of the DDC under the Agreement, except the increase in remuneration rates as per 2.7.2 (iv) above.

2.8. Conflict of Interest

- 2.8.1. A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.
- 2.8.2. Authority requires that the DDC provide professional, objective, and impartial advice and services and at all times hold Authority's interests interest paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The DDC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of Authority.
- 2.8.3. Without limitation on the generality of the foregoing, the DDC and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - i If there is a conflict among this and other consulting assignments of the DDC (including its personnel) and any subsidiaries or entities controlled by such DDC. The duties of the DDC depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the DDC shall not take up any assignment that by its nature will result in conflict with the present assignment.

- ii A firm which has been engaged by the Authority to provide goods, or works or services for a project, and any of its affiliates, will be disqualified from providing services for the same project. Conversely, a firm hired to provide services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project
- iii A Bidder eventually appointed to provide Services for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the Firm's earlier services) till one year from the date of completion of services under this Services.

Note for 2.8.3:

a. Any Aspiring Bidders for this DDC work shall not be holding any agreements providing any kind of other services like PMS/PSS/FLS/GC within CAO/C/SCR jurisdiction.
b. If the Bidder named 'X' is awarded this DDC contract then 'X' cannot take up/participate any other assignment that will result in conflict with the present assignment.

2.9. Number of Bids

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

2.10. Project Visit and Verification of Information

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

2.11. Acknowledgement by Bidder

- 2.11.1. It shall be deemed that by submitting the Bid, the Bidder has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority or relating to any of the matters;
 - d) satisfied itself about all matters, things, and information, including matters referred herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest and agreed to be bound by the undertaking provided by it under and in terms hereof.
 - f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matter referred to in

Clause 2.11.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Authority, or a ground for termination of the Agreement

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

2.12. Clarifications / Queries by Bidders

- 2.12.1. Bidders seeking any clarification on the RFP may send their queries to Authority in writing or through email id and before the date mentioned in Key Information Table.
- 2.12.2. Authority shall endeavour to respond to the queries at the earliest. The Authority will upload the reply to all such queries on the e-Procurement Portal only
- 2.12.3. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.12 shall be construed as obliging Authority to respond to any question or to provide any clarification.

2.13. Amendment of RFP

- 2.13.1. At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda/Response to Pre-Bid queries as uploaded on the e- Procurement Portal and which shall be part of the Agreement to be executed between the Selected Bidder and the Authority.
- 2.13.2. Any Addendum issued hereunder will only be uploaded on the e-Procurement Portal.
- 2.13.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.¹
- 2.13.4. Any corrigendum/ addendum/ clarifications/ reply to queries issued by Authority for the RFP shall be published only on the e-Procurement Portal and no separate information shall be communicated to individual Bidders.

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

- 2.14.1. The Selected Bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The Selected Bidder shall be required to commence the Project as per the provisions under Clause 3.8.1. Till such time agreement is executed, the LOA will constitute a legal and binding contract between the Authority and the Selected Bidder.
- 2.14.2. The Selected Bidder shall be required to sign a Contract Agreement within the days as specified in the Key Information Table after submission of Performance Guarantee or within the time as extended by Authority due to administrative reasons for submission of Performance Guarantee as per Clause 2.15.1.
- 2.14.3. If the Bidder fails to comply with any of the conditions indicated in RFP (unless any period is relaxed by Authority for compelling and genuine reasons and the decision of Authority in such case would be absolute and final), the LOA can be withdrawn duly forfeiting the Bid Security of the Bidder.

¹While extending the Bid Due Date on account of corrigendum, the Authority shall have due regard for the time required by bidders to address the amendments specified therein. Generally, at least 15(Fifteen) days shall be provided between the date of amendment and the Bid Due Date.

2.15. Performance Security

- 2.15.1. In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to Authority for a sum equivalent to amount as mentioned in the KIT. The Selected Bidder shall have to submit Performance Security within the days mentioned in the KIT. Extension of time for submission of Performance Security beyond such days and up to 60 (Sixty) days from the date of issue of LOA may be given by Authority on written request of the Selected Bidder. However, a ~~penal~~ interest @15% per annum, on the amount of Performance Security, shall be payable by the Selected Bidder for the period of extension beyond the days mentioned in the KIT. In case Selected Bidder fails to submit the Performance Security even up to 60 (Sixty) days from the date of issue of LOA, the contract shall be terminated by cancellation of LOA and amount of Bid Security shall be forfeited.
- 2.15.2. The Performance Security shall be payable through RTGS/NEFT in the bank account as mentioned in the KIT, or in the form of Insurance Surety Bond*, or in the form of Bank Guarantee/TDR/Demand Draft/ Bankers' Cheque or Pay Order in favour of as mentioned in the KIT, drawn on any nationalized or scheduled commercial bank. The said Performance Security will be kept valid for duration as mentioned in the KIT. Thereafter as required by the Authority, the same shall be extended further for the required period as may be decided by the Authority. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

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

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

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

2.15.4. Forfeiture of Performance Security

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

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

2.16. Fraud and Corrupt Practices

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

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

- (a) “Corrupt practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution.
 - (b) “Fraudulent practice” means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract.
 - (c) “Collusive practices” means a scheme or arrangement whether formal or informal, between two or more /Bidder(s) with or without the knowledge of Authority, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids.
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- ii Will reject a bid for award if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and
 - iii Will sanction the Bidder(s), including declaring the Bidder(s) ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Bidder(s) has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract.

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

2.17. Intellectual Property

- 2.17.1. The Bidder warrants that in providing the Services it shall not infringe copyright, patent, confidential information, or any other intellectual property right of any third party and indemnifies the Authority against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the DDC relies on or make use of any intellectual property right belonging to a third party, the DDC would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the Authority. Development plans, building plans and drawings prepared/reviewed by the Bidder shall be property of Authority/Railway and Authority/Indian Railways shall be at liberty to use it freely at any place without paying any royalty.
- 2.17.2. The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the Authority absolutely. Authority will be the owner of the copyright in the works produced during the course of providing service. Authority has the right to use the same anywhere else, without paying extra compensation to the DDC.

2.18. Confidentiality

- 2.18.1. Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Bidder(s) who submitted the bid or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential

information related to the process may result in the rejection of its bid and may be debarred from participating in future tenders for the period of two year.

2.19. Foreign Companies

Global tender enquiry shall not be invited for Tenders value up to Rs 200 Crore as per Letter No. F.12/17/2019-PPD dated 28.05.2020 issued by Ministry of Finance, Govt of India including Letter No. F. 04.1.2021-PPD Government of India, Ministry of Finance, Department of Expenditure, Letter Dated the 03rd August 2021.² Foreign companies registered in India under Companies Act and having offices in India shall be allowed to bid.

2.20. Evaluation of Bids

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

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

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

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

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

3. Criteria for Eligibility & Evaluation

3.1. Conditions of Eligibility of Bidders

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

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

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

(B) **Financial Capacity:** The Bidder shall have received total income equal to 150 % of the estimated cost of the any Consultancy Services mentioned in item No. 2 of the KIT (Clause 1.1.1) from professional (consultancy) fees in the 3 (three) financial years preceding the Bid Due Date. For the avoidance of doubt, professional fees refer to fees received by the Bidder for providing any consultancy services to its clients.

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

(C) **Availability and conditions of Eligibility for Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in Clause 6 related to Manpower Deployment under the Terms of Reference of this RFP.

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

3.1.3. Eligible Assignment

For the purpose of Technical Capacity and evaluations, the DPR/DDC Services^{3*} contracts shall qualify as Eligible Assignment, (the “**Eligible Assignment**”), if:

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

(b) the nature of the projects for which DPR/DDC Services* have been engaged for development and/or construction, falls under the following categories:

SN	Tendered Work		Similar Work
1	Linear Project (NL, GC, Multi tracking etc.)	(a) Railway Project	✓ Any linear engineering project of - Railway / Metro / High Speed Rail (HSR) / Monorail /Regional Rapid Transit (RRT) Systems
		(b) Other Projects	✓ National Highway or State Highway or Expressway or other road projects;

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

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

NOTES:

- a. Substantially Completed Eligible Assignment means an ongoing Eligible Assignment in which the Bidder has received at least 90% of the present contract value (excluding the payment made for adjustment of Price Variation (PVC), if any) on or before the last day of month previous to the one in which tender is invited has been made to the Consultant in that ongoing Eligible Assignment and no proceedings of termination of contract on Consultant's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- b. In case an Eligible Assignment is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed/substantially completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed/substantially completed Eligible Assignment shall be considered for fulfilment of credentials.
- c. If an Eligible Assignment is physically completed and a completion certificate to this extent is issued by the Client but final bill is pending, such Eligible Assignment shall be considered as 'Completed Eligible Assignment' for fulfilment of credentials.
- d. In case of completed Eligible Assignment, the value of final bill (gross amount) excluding the PVC amount (if paid) shall be considered as the completion cost of Eligible Assignment. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of Eligible Assignment.
- e. In case of substantially completed Eligible Assignment, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed.
- f. Sub-consultancy will not be considered as eligible experience.
- g. In case the work experience is for the work executed outside India, the Bidder(s) have to submit the completion / experience certificate issued by the owner/ director of the company/ government authority of availing services duly signed & stamped, and affidavit to the correctness of the completion /

experience certificates. The Bidder shall also get the completion/experience certificate attested by the Indian Embassy / Consulate / High Commission in the respective country. In the event of submission of completion / experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy / Consulate / High Commission in the respective country.

- h. For member countries of Hague Convention, Apostille certificate will be accepted if it is done by the Govt. of that country or its authorized agency
- i. In case the Bidder claims its relevant experience from an assignment undertaken in a JV/Consortium, receipts from its share of the fee from such assignment, as certified by Statutory Auditor or CA as the case may be, shall be reckoned to be considered as an Eligible Assignment.
- j. For claiming the desired experience, Bidder shall have to submit a valid proof, i.e. Certificate issued by the 'Client'. The client certificate is defined in Article 3.1.3(a) of Request for Proposal (RFP).

Note: Apostille certificate will be accepted if it is done/given by the Govt of that country or its authorized agency. Same will be considered only if it is e-verifiable through Issuing government portal/ website (link for the same has to be shared by bidder). However, after LOA is issued, certificate as per Note (iii) above shall be produced by the bidder within 1 months of date of issue of LOA, failing which contract will be terminated.

- 3.1.5. The Bidder shall enclose with its Bid, certificate(s) from its Statutory Auditors⁴ stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Bid. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. All forms verified/certified by Statutory Auditor or CA should have clear mention of UDIN number.

3.2. Evaluation of Technical Bid

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

- 3.2.2. The scoring criteria to be used for evaluation shall be as follows⁵:

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Bidder	150	For each successfully completed or substantially completed Eligible Assignment (s) in terms of Clause 3.1.3 (b) and Note (i) of Clause 3.1.4 during last 07 (seven) years, ending last day of month previous to the

⁴No separate annual financial statements should be submitted.

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

			one in which tender is invited, marks shall be allotted as under, subject to a maximum of 150 marks: <table><tr><th rowspan="2">Value of Eligible Assignment (in %) with respect to the advertised value of present tender</th><th colspan="2">Marks for</th><th colspan="2">Weightage for</th></tr><tr><th>Fully complete</th><th>Substantially Complete</th><th>Railway Project</th><th>Other Projects</th></tr><tr><td>More than 30 but less than or equal to 50</td><td>15</td><td>12</td><td rowspan="3">1</td><td rowspan="3">0.8</td></tr><tr><td>More than 50 but less than or equal to 75</td><td>25</td><td>20</td></tr><tr><td>75 & above</td><td>30</td><td>24</td></tr></table> <p>Note: In case of a Consortium, experience of the Consortium as a whole or any of its constituent Members shall be considered.</p>	Value of Eligible Assignment (in %) with respect to the advertised value of present tender	Marks for		Weightage for		Fully complete	Substantially Complete	Railway Project	Other Projects	More than 30 but less than or equal to 50	15	12	1	0.8	More than 50 but less than or equal to 75	25	20	75 & above	30	24
Value of Eligible Assignment (in %) with respect to the advertised value of present tender	Marks for		Weightage for																				
	Fully complete	Substantially Complete	Railway Project	Other Projects																			
More than 30 but less than or equal to 50	15	12	1	0.8																			
More than 50 but less than or equal to 75	25	20																					
75 & above	30	24																					
2.	Average Annual Revenue of Bidder from professional fees received for providing consultancy and/or supervision to its clients, in the past 3 financial years – Form 7, Appendix 1	150	Turnover of all JV partners shall be considered for marks 2 marks for each crore or part thereof subject to maximum of 150 marks																				
3.	Relevant Experience of Key Personnel Chief Design Engineer/Team Leader — 1 Nos Note: The Chief Design Engineer/Team Leader should be on the rolls of the Bidder.	80	10 marks for experience as Sr. Bridge Design Engineer for each completed year subject to maximum 20 marks in each Eligible Assignment with Major Bridges in terms of para 3.1.3 above, subject to maximum of 50 marks for each Chief Bridge Engineer. (Factor of 0.8 shall be applied for Non-Railway/Non-Metro Projects) (Or) In case of Railway/PSU employee in terms of Clause 10 of TOR, 5 marks for each year of work experience, subject to maximum of 50 marks.																				
4.	Relevant Experience of Key Personnel Sr. Design Engineer – Bridge – 2 Nos	160	10 marks for experience as Sr. Bridge Design Engineer for each completed year subject to maximum 20 marks in each Eligible Assignment with Steel Bridges in terms of para 3.1.3 above, subject to maximum of 50																				

<p>Sr. Design Engineer – Steel Structures – 1 No.</p> <p>Sr. Design Engineer – Buildings – 1 No.</p> <p><u>Note:</u> The above Personnel should be on the rolls of the Bidder or he/she to give an undertaking that he/she will join the bidder on award of bid.</p>		<p>marks. (Factor of 0.8 shall be applied for Non-Railway/Non-Metro Projects)</p> <p>(Or)</p> <p>In case of Railway/PSU employee in terms of Clause 10 of TOR, 5 marks for each year of work experience, subject to maximum of 50 marks.</p>									
<p>NOTE (IMPORTANT):</p> <p>1) Deployment of Key Personnel for minimum number of days on the Eligible Assignments claimed to be necessary for consideration for evaluation here.</p> <table border="1" data-bbox="284 757 1433 1115"> <thead> <tr> <th data-bbox="284 757 399 958">S. No</th><th data-bbox="399 757 900 958">Key Personnel</th><th data-bbox="900 757 1433 958">Minimum number of days of deployment on cumulative basis for any single project claimed as Eligible Assignment</th></tr> </thead> <tbody> <tr> <td data-bbox="284 958 399 1010">1</td><td data-bbox="399 958 900 1010">Chief Design Engineer/Team Leader</td><td data-bbox="900 958 1433 1010">240</td></tr> <tr> <td data-bbox="284 1010 399 1115">2</td><td data-bbox="399 1010 900 1115">Sr. Design Engineer – Bridges/Steel Structures/Buildings</td><td data-bbox="900 1010 1433 1115">240</td></tr> </tbody> </table> <p>2) Team Leader shall be on the payroll of the Bidder. Other proposed Key Personnel should be on the payroll of the Bidder before Bid Due Date or shall give undertaking to join the project on award. All other Personnel shall be directly employed/engaged with the Bidder prior to the commencement of services.</p> <p>3) If same CV is proposed by two or more Bidders, zero marks shall be given to all such Bidders for such CV of Key Personnel.</p> <p>4) Maximum age in years as on Bid Due Date to be considered for evaluation should not be more than 60 Years for any Personnel. In case of Retired Railway/PSU Personnel an age relaxation up to Five (05) years will be considered for key personnel.</p> <p>5) Maximum age during the deployment for any person shall be 65 years for all Professionals. In case of Retired Railway/PSU Personnel an age relaxation up to Five (05) years will be considered for key personnel subject to physical fitness.</p> <p>6) In the Case of the Railway Public Sector like RITES/IRCON/RVNL/Konkan Railway/MRVC/DFCCIL etc. The Bidder must provide Equivalent rank in Central Govt and Equivalent grade in IDA Pay Scales to prove the Equivalent scale of proposed Key persons.</p> <p>7) Key Personnel proposed should not have any history of involvement in vigilance/CBI/SPE/Police case resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction. He should not have been terminated on the ground of incompetency, indiscipline, corrupt practices etc. by the employer. Such personnel shall not be considered for evaluation.</p>			S. No	Key Personnel	Minimum number of days of deployment on cumulative basis for any single project claimed as Eligible Assignment	1	Chief Design Engineer/Team Leader	240	2	Sr. Design Engineer – Bridges/Steel Structures/Buildings	240
S. No	Key Personnel	Minimum number of days of deployment on cumulative basis for any single project claimed as Eligible Assignment									
1	Chief Design Engineer/Team Leader	240									
2	Sr. Design Engineer – Bridges/Steel Structures/Buildings	240									

	<p>8) Where the number of Key Personnel requirements specified is more than one under a particular category, each Key Personnel shall be evaluated against the proportionate number of marks specified for that category. For example, the marks for individual Sr. Design Engineer in the above table shall be 40 if requirement of four Sr. Design Engineer is specified i.e., 160 divided by 4. The total score for the category of Sr. Design Engineer shall be the sum of the individual scores of all personnel proposed as Sr. Design Engineer.</p> <p>9) For the purpose of this clause to claim experience and scoring the Key Personnel must have worked on the Eligible Assignment for DDC services.</p>										
8.	Quality of Proposed Management / Technical/ Approach, Methodology & Work Plan and Interaction with Team, Skill Test of Key Personnel	160	<p>Evaluation will be based on the quality of submission and presentation by the Bidder on proposed methodology & work plan. The Bidder shall be required to make the 15 minutes Technical Presentation along with its Team Leader and proposed team to be deployed for the Project on due date and time (to be notified) along-with Skill Tests of Key Personnel’s and will be followed by 15-30 minutes of Question-and-Answer Session/Written Tests/Practical.</p> <table><tr><th>Criteria</th><th>Marks</th></tr><tr><td>Proposed Methodology and Work Plan</td><td>90</td></tr><tr><td>Interaction with Team Leader</td><td>30</td></tr><tr><td>Skill Test & Interaction with Every Key Personnel (except Team Leader)</td><td>40</td></tr></table> <p>Note: -Skill Test as prescribed in Appendix-I Technical Bid Form -9 shall be done by Authority to suit requirement of respective Key Personnel as per Scope of Services defined in ToR. Equal weightage may be assigned to individual Key Personnel.</p>	Criteria	Marks	Proposed Methodology and Work Plan	90	Interaction with Team Leader	30	Skill Test & Interaction with Every Key Personnel (except Team Leader)	40
Criteria	Marks										
Proposed Methodology and Work Plan	90										
Interaction with Team Leader	30										
Skill Test & Interaction with Every Key Personnel (except Team Leader)	40										
9.	Grand Total	700									
10.	Technical Score	Grand Total (as per Item Code 9 above)/10									

3.3. Shortlisting of Bidders

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

3.4. Evaluation of Financial Bid

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

- 3.4.2. After the Financial Bids are opened as above, the Financial Bids will be ranked from lowest to highest and designated as L1, L2, L3, L4, L5 and L6 respectively.
- 3.4.3. For financial evaluation the total cost indicated in the Financial Bid will be considered.
- 3.4.4. Each of the above six Financial Bids (i.e., L1, L2, L3, L4, L5 and L6) will be assigned a Financial score (SF). The lowest Financial Bid (L1) will be given a financial score (SF) of 30 points. The financial scores of other Bids will be computed as follows:

$$\text{SF of L1} = 30$$

$$\text{SF of L2} = 30 \times \text{L1/L2}$$

$$\text{SF of L3} = 30 \times \text{L1/L3}$$

$$\text{SF of L4} = 30 \times \text{L1/L4}$$

$$\text{SF of L5} = 30 \times \text{L1/L5}$$

$$\text{SF of L6} = 30 \times \text{L1/L6}$$

3.5. Combined Techno-Financial Evaluation (QCBS)

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

$$S = ST + SF$$

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

3.6. Selection of Detailed Design Consultant (DDC)

- 3.6.1. In normal circumstances, the first ranked Bidder i.e. H1 shall be the finally Selected Bidder.
- 3.6.2. The authority shall annul the bidding process in case the first ranked Bidder withdraws, or fails to comply the requirements specified in this RFP.
- 3.6.3. In the event that two or more Bidder(s) obtain equal score in the combined Techno-Financial evaluation, the Bidder(s) having higher technical score will be the finally selected Bidder. However, in case the technical score is also equal then the Bidder(s) having higher overall experience & capability score as per item code 1 & 2 of Evaluation Criteria Table at Clause 3.2.2 shall be the finally selected Bidder.
- 3.6.4. The Authority will then proceed ahead to issue the Letter of Award (“LOA”) through IREPS module to the finally selected Bidder and the Selected Bidder shall acknowledge the same through IREPS portal within 7 days. The Authority will share list of approved personnel from the proposed Key Personnel in the bid and these Key personnel shall be deployed as per the approved Deployment Schedule.

3.7. Execution of Agreement

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

3.8. Commencement of the Services/Project

- 3.8.1. The DDC shall commence the services at the office of South-Central Railway from the date as mentioned in the LOA. The Authority at its discretion may issue instruction to commence the services from a date later than the one mentioned in the LOA. However, the Authority shall

provide at-least 30 days period for deployment and commencement of services in terms of any revision of the date mentioned in the LoA. The actual date of commencement of Services by the Detailed Design Consultant in terms of this clause 3.8.1, shall be the effective date (the “**Effective Date**”) for commencement of Services under this Agreement.

4. Miscellaneous

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

SCHEDULES

Schedule 1: Form of the DDC Agreement**FORM OF DDC AGREEMENT****DATED** _____**BETWEEN**

**South Central Railway
(Ministry of Railways, Government of India)**

AND**M/s** _____**FOR****APPOINTMENT OF DETAILED DESIGN CONSULTANT****FOR**

**PROVIDING SERVICES RELATED TO STRUCTURAL DESIGNS FOR NEW LINE, DOUBLING,
3RD & 4TH LINE PROJECTS, ROAD OVER BRIDGES AND ROAD UNDER BRIDGES ETC.
INCLUDING STATION BUILDINGS, FOBS, PF SHELTERS AND OTHER ANCILLARY
STRUCTURES” FOR PROJECTS UNDER CAO/CONSTRUCTION, SOUTH CENTRAL RAILWAY,
SECUNDERABAD.**

DETAILED DESIGN CONSULTANCY AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the..... day of the month of..... 20.... at (Place of Execution of Agreement), between, on the one hand, the President of India acting through Chief Administrative Officer having its office at 1st Floor, Rail Nirman Nilayam, South Central Railway, Secunderabad (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, M/s ***** having their office at (hereinafter called the “**Detailed Design Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- 1) The Authority under Ministry of Railways, Government of India is engaged in the development of railways and related infrastructure, and as part of this endeavor, Authority awarded and intend to award the works for New Line, Doubling, 3rd & 4th Line Projects including Station Buildings and ancillary structures on Item Rate Contract and Engineering, Procurement and Construction (EPC) basis (the “**Project**”).
- 2) Accordingly, Authority intends to engage a reputed Detailed Design Consultant (the “**Detailed Design Consultant**” or “**DDC**”) for Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad.
- 3) The Authority has issued Request for Proposal for the Consultancy Services mentioned at S.No.(2) above (hereinafter referred to as ‘**RFP**’), vide Tender No. _____. Both ‘Terms of Reference and ‘Instructions to Bidder(s)’ form an integral part of this contract.
- 4) The Detailed Design Consultant is a firm having particular skill and expertise in the field which the Authority wishes to use and hence Authority has selected the Technical Consultant pursuant to this RFP for the purposes mentioned at Sl. No. 2 above and he has agreed to provide services to the Authority as per Terms of Reference (TOR) (hereinafter referred to as “**DDC**” or “**the Services**”).
- 5) The Bidder shall provide the Detailed Design Consultancy Services for the work mentioned at S.No. (2) above (hereinafter referred to as “**the Site**”).
- 6) The RFP along with Annexure to this Agreement form an integral part of the contract.

NOW THE PARTIES HEREBY AGREE: -**1. Interpretation**

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

“**Agreement**” means this Agreement including ‘**Terms of Reference**’ and ‘**Instructions to Bidders**’ of the Request for Proposal (RFP) for Appointment of Detailed Design Consultant for Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad and all amendments and modifications thereto made in accordance with the provisions hereof or which are incorporated herein expressly by reference.

“**Confidential Information**” includes all information supplied by the Authority to the DETAILED DESIGN CONSULTANT about the Project or the Authority’s affairs or finances or which comes into

the possession of the Detailed Design Consultant during the course, or as a consequence, of it providing the Services to the Authority.

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

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

“Member”, in case the Detailed Design Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;

“Party” means the Authority, or the Detailed Design Consultant referred to individually; **“Parties”** means Authority and the Detailed Design Consultant collectively.

1.2. In this Agreement: -

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

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

2. Detailed Design Consultant

2.1. The Authority hereby engages the Detailed Design Consultant to provide Services Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad on the terms and conditions set out in this Agreement.

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

2.3. Authority of Member-in-charge

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

2.4 The Detailed Design Consultant (DDC) must appoint a permanent employee as its official representative within 10 days of signing the agreement. This person will act as the Authorised Representative for all matters related to the services. The Authorised Representative must hold a Power of Attorney, meaning they are legally empowered to act on behalf of the DDC. All Drawings/Designs submitted by the DDC to the Authority shall be signed by the Authorised Representative of firm (DDC) and Team Leader. DDC shall be held responsible for any deficiencies/discrepancies in the Designs/Drawings.

3. Detailed Design Consultant’s Services

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

- 3.2. In providing the Services, the Detailed Design Consultant shall devote such time and effort as may be required to ensure proper performance of Key Personnel & Other Support Personnel deployed as per Authority's requirements.
- 3.3. In providing the Services the DDC shall comply with all the prevailing laws and legislation in force, both local and Central.
- 3.4. The Detailed Design Consultant shall, apart from providing services as mentioned in TOR of the RFP,
 - a. Hold meetings with the Authority as the Authority reasonably requires during the period of this Agreement,
 - b. Liaison with the Authority and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
 - c. At all times act in good faith; and
 - d. Report to the Authority in writing of progress as per the specified timelines.
- 3.5. The Detailed Design Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Detailed Design Consultant and to all personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with personnel of the Detailed Design Consultant and verify the records relating to the Services for his satisfaction.
- 3.6. Accounting, inspection, and auditing: The Detailed Design Consultant shall:
 - a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Detailed Design Consultant's costs and charges); and
 - b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.
- 3.7. Requirements of Services
 - 3.7.1 When determining the requirements for the structural design consultancy services offered to the Railway, DDC shall ensure that the following requirements are complied with:
 - (i) All applicable statutory and regulatory requirements;
 - (ii) Functional requirements of the Bridge Structure;
 - (iii) Consideration of the relevant construction stage loadings;
 - (iv) Design service life of the Bridge Structure as per applicable standards;
 - (v) Deliveries of services as per agreed timelines;
 - (vi) Defect liability period;
 - (vii) Consideration of risks including multi-hazard risks; and
 - (viii) Any specific requirements of the Railway.
- 3.8. General Considerations for the General Arrangement, Structural Design & Drawing and Proof Checking: The procedures described apply to the designs & drawings of all permanent as well as major temporary works (e.g. Launching Girders, Cantilever Construction Equipment, Formwork & Staging for cast-in-

situ/precast construction etc.) pertaining to Railway bridges. The guideline is applicable for new structures proposed to be built.

- 3.8.1 As far as possible only Standard spans in superstructure of bridges shall be adopted so as to save time in designs and approvals and for expeditious execution of works. Only in unavoidable and exceptional circumstances, non-standard superstructure spans should be proposed with proper justifications as per Railway Board letter No. 2013/CEIII/BR/RDSO/Misc. dated 11.08.2014.
- 3.8.2 The DDC should conduct/prepare design alternatives on the conceptual design/GAD using principles of cost-effective design.
- 3.8.3 A separate stress summary sheet shall also be attached indicating actual stresses in the members, Factor of safety etc. as per design visa-vis codal provision for ready appreciation of design. All documents/ drawings must be duly signed by Team leader of DDC.
- 3.8.4 Wherever codal provisions are not available, consultant shall use sound & preferably accepted engineering practices and provide the complete logic for using the practice.
- 3.8.5 DDC shall perform detailed designs of structures (superstructure, substructure, foundation, expansion joints, bearing & seismic L restrainers etc.) as per scope of work given in work orders.
- 3.8.6 The consultant shall have valid proprietary license of software used for bridge design like STAAD Pro, MIDAS Civil with RSI Module, MS Excel, Global Mapper, Bhuvan, AutoCAD, ETABS etc. However, access to EDAS (Electronic Drawing Approval system) software maintained by Railways for drawings approval shall be provided to DDC for performing their services.
- 3.8.7 The design calculations to be submitted to the Railway for approval shall be in any of the following format:
 - 3.8.7.1 Design done manually supported by step by step detailed structural calculations.
 - 3.8.7.2 Alternatively, design may be submitted in the form of computer input & output file data along with calculations in soft & hard copy. (If calculations is done in MS excel, then editable copy of the same should be provided to the authority).
- 3.8.8 Design documents shall be submitted to Railways along with checklist (can be modified, if required).
- 3.8.9 General arrangement and design drawing will be prepared on Auto CAD. Print on tracing paper shall be submitted to Railway for signature of all stakeholders or digital procedure be adopted by Railway. In addition, soft copy will also be submitted to Railway. General arrangement and design drawing will be prepared at suitable scale and different portions may be shown at different scales for clarity. Checklist for preparation of Design and launching schemes for structures and railway bridges shall be submitted.
- 3.8.10 After approval of GAD by competent authority (Chief Bridge Engineer/ Chief Engineer/C) as per latest Railway Board instructions, the Consultant shall prepare preliminary and detailed design of foundation, substructure, superstructure & Good for Construction drawings (GFC Drawings) and all other drawing as required for construction.
- 3.8.11 All designs & drawings being carried out under this contract shall be property of Railway who shall have exclusive right to it to use it elsewhere also.
- 3.9. Detailed Design Consultant (DDC): DDC shall take overall responsibility for the adequacy and accuracy of the structural design work delivered. The involvement of PC (Proof consultant) shall not relieve the DDC of the responsibility towards the correctness, adequacy, and completeness of the structural designs. The DDC shall:

- 3.9.1 Ensure completeness and correctness of the structural designs, incorporation of requirements of the technology know-how suppliers, system and equipment vendors, various specialist consultants appointed for the project, optimization of the structural designs and reviewing architectural and service designs/drawings of the proposed Bridge Structure from structural engineering considerations.
- 3.9.2 Prior to start the detailed design, design note should be prepared for minor bridge/culvert whereas Design Basis Report (DBR) should be prepared in case of Important Bridges. In case of important bridges, DBR should be prepared as per Railway Board letter No. 2014/CE-III/BR/Bridge Policy dated 24.04.2023 and BS-122(R1) and submitted to RDSO for approval if required.
- 3.9.3 All activities related to design and drawing shall be done as per the latest guidelines/circular of Railway Board and relevant publication of Indian Railway Standards (IRS), Indian Road congress (IRC) & Bureau of Indian Standards (BIS) codes. Sequencing of codes is also indicated in para 9 of BS-122(R1). Where the standards and specifications are deficient or not available in the Indian codes of practice/specifications, international codes of practice/specifications/ guidelines/ recommendations etc. suitable in Indian conditions will be adopted with the approval of Railway.
- 3.9.4 Availability and completeness of the following information/reports from the Railway/constructor/DDC should be ensured and incorporated into the designs:
- 3.9.4.1 The design brief, the functional requirements, and constraints if any, from the Railway
 - 3.9.4.2 Topographical survey drawings
 - 3.9.4.3 Geotechnical investigations and recommendations
 - 3.9.4.4 Conceptual, detailed architectural and service drawings of the proposed Bridge Structure
 - 3.9.4.5 Drawings for the proposed Bridge Structures
 - 3.9.4.6 Proposed materials & their specifications and methods of construction
 - 3.9.4.7 Relevant construction stage loadings
 - 3.9.4.8 Incorporation of notes in drawings regarding temporary safety requirements during construction
 - 3.9.4.9 The relevant contractual conditions
 - 3.9.4.10 Any other data relevant to the project and required for structural design.
- 3.9.5 Review and suggest changes as necessary in the detailed designs to the plan made by Railway/constructor for temporary and permanent diversion works for all utilities affected by the bridge works taking into account utilities identified by Railway/constructor during execution and design structures accordingly. Provide items in the Contract Bill of Quantities (BOQ) for diversion of these utilities.
- 3.9.6 Ensure submission of comprehensive design documents and drawings to the Railway for proof checking and statutory approval. The analysis and design calculations (consisting of input and output data of the software and manual calculations, if any) shall be presented in a manner that is easily comprehensible and can be checked. Every document shall be page numbered. Design calculations shall be presented with adequate cross referencing to standards, Design Basis Report (DBR), and other documents, wherever necessary. The design notes shall contain explanatory sketches of the Bridge Structure and loadings. All documents and drawings shall be physically and/or digitally signed with the date and stamped by the Team leader of the DDC.
- 3.9.7 Quality Assurance Plan: Maintain a Quality Control activity and an effective internal procedure for checking the accuracy of Work and assuring compliance with contract requirements.

- 3.9.8 Attend meetings connected with the work whenever required.
- 3.9.9 Ensure compliance with the observations raised by the Proof Consultant (PC). Differences of opinion between the DDC and the PC shall be resolved by the Railway.
- 3.9.10 DDC shall act independently of the PC, constructor, and any of their sub-constructors or consultants, and shall maintain confidentiality throughout.
- 3.9.11 Declare conflict of interest, if any, prior to accepting the assignment for structural design. In case a conflict of interest arises during the assignment, it shall be declared by the DDC immediately.
- 3.9.12 DDC shall prepare for the most appropriate design option established on life cycle costing and techno-economic considerations taking design life as per standards.
- 3.9.13 Give clarification to the construction team on the design and drawings provided by him during the construction stage; and to modify existing designs or drawings, if necessary to incorporate site conditions and unforeseen conditions.
- 3.9.14 Prepare an inspection and maintenance manual pertaining to structural components, if desired by the Railway.
- 3.9.15 Site visits, if required shall be done by DDC. Expenses for Site Visits shall be reimbursed as per the provisions of the Agreement.
- 3.10. Detailed Design Consultant's actions requiring the Authority's prior approval: The DDC shall obtain the Authority's prior approval in writing before taking any of the following actions:
- a) appointing such members of the Key Personnel as are not listed in the Technical Bid Appendix-I, Technical Bid Form-8.
 - b) any other action that is specified in this Agreement.
- 3.11. **Accuracy of Documents and/or Services**
- The Detailed Design Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, supervision/quality control, estimates and all other details prepared and/or undertaken by it as part of its Services. Subject to the provisions of Clause 8.1, it shall indemnify the Authority against any inaccuracy or deficiency in its work which might surface during implementation of the Project, if such inaccuracy or deficiency is the result of any negligence or inadequate due diligence on part of the Detailed Design Consultant or arises out of its failure to conform to good industry practice. The Detailed Design Consultant shall also be responsible for promptly correcting, at its own cost and risk, the tasks performed.
- 3.11.1. If the Authority is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non-compliance of any of the provisions of the Agreement, a deduction of Rs.25,000/- or higher but not exceeding 1% of the monthly payment for the Services to Detailed Design Consultant shall be applicable for each instance of non-performance/non-compliance.
- 3.11.2. Notwithstanding anything contained above, the DDC must ensure to perform/take corrective action on the particular non-performance/non-compliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of Agreement as decided by the Authority.

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

3.11.4. Notwithstanding anything contained above, the Authority may initiate proceedings for declaring the DDC as “Poor Performer/Banning of Business Dealings” for the default(s)/failure(s) noted of the DDC in performance of their assignment depending upon the gravity/frequency of the default/failure.

3.12. DDC’s personnel:

- a) **General:** The Detailed Design Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
- b) **Deployment of Personnel:** The designations, names, and the estimated periods of Appointment in carrying out the Services by each of the Detailed Design Consultant’s personnel are described in this Agreement.
- c) **Approval of Personnel:** The Key Personnel listed in the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority. If the Detailed Design Consultant hereafter proposes to engage any person as professional personnel, it shall submit to the Authority its proposal along with a CV of such person in the format provided in the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof in terms of the provisions of the RFP.

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

- d) **Non-Deployment of Personnel:** The Key Personnel proposed in the Bid and approved in LOA shall be deployed within 30 days of issuance of LOA or Effective Date as the case may be. The other Personnel approved by the Authority shall be mobilised within 60 days of receipt of approval letter. Failure to deploy Personnel within the said period shall lead to penalty of 2 times of Rates for that particular Personnel for the period not deployed beyond the said time period.

3.13. Substitution of Key Personnel:

3.13.1. The Authority expects all the Key Personnel specified in the Bid to be available during implementation of the Agreement. In case of non-commencement of services up to 180 (one hundred and eighty) days from the Bid Due Date due to reasons attributable to Authority, the Selected Bidder shall be permitted for replacement up to a maximum of 50% Key Personnel with Key Personnel of equivalent or better qualifications without considering the same as replacement/substitution and without any deduction. Apart from the above, the Authority will not consider any substitution of Key Personnel except for reasons of any incapacity, death, or any reasons beyond the reasonable control of the Detailed Design Consultant. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

3.13.2. As a condition to such substitution, replacement of up to 40% of Key Personnel shall be permitted subject to reduction of remuneration (i.e., man-month rate) equal to 5% (five per cent) specified for that Key Personnel from the date of replacement. In case of total replacement above 40% and up to

65%, such reduction in remuneration shall be equal to 10% (ten per cent) and for subsequent replacement such reduction shall be equal to 15% (fifteen per cent).

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

3.14. **Working hours, overtime, leave, etc.** The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Detailed Design Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is excluded from the man days of service set forth in Appendix-II, Financial Bid Form-1 or subsequently as per the approved deployment schedule of Key Personnel. Any taking of leave by any personnel for a period exceeding 3 (three) days shall be subject to the prior approval of the Authority, and the Detailed Design Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services. The person designated as the Team Leader of the Detailed Design Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of all the personnel. He shall be responsible for day-to-day performance of the Services. The Detailed Design Consultant hours of work normally shall match with that of office of South-Central Railways. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

- a) As per SCR zonal Railway Calendar all National Holidays are applicable for the contract.
- b) Weekly one day rest will be given (Not necessarily as Sunday as per ongoing work at the site-can be instructed by the respective CPD).
- c) Monthly one paid leave will be provided and such paid leaves can be accumulated and utilised upto one calendar year with the approval of authority. Leave availed under this provision shall be treated as "Present" and shall not be classified as "Inadequate Deployment" to the extent of leave utilized.
- d) For Ke Personnel the agency must give notice to authority at least 60 days prior for any such substitution.
- e) For Other Personnel the agency must give notice to authority at least 30 days prior for any such substitution.
- f) Demobilization on account of Authority: Authority at its own discretion can give demobilization notice 60 days prior to the agency for all categories of personnel.

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

4.1. The Detailed Design Consultant has submitted a Performance Security to Authority for a sum equivalent to 5% (five percent)⁶ of the Cost of the Project amounting to Rs. _____/- (Rupees _____ only) in the form of Bank Guarantee/ TDR/ Demand Draft/ Bankers' Cheque

⁶Please retain as per Govt. guidelines
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or Pay Order in favour of “*****”, drawn on any nationalized or scheduled commercial bank and payable at *****.

- 4.2. The said Performance Security will be kept valid for duration as mentioned in the KIT. Thereafter as required by the Authority, the same shall be kept valid for three months or for such period, as may be decided by Authority, over and above the scheduled period of completion of work. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.
- 4.3. **Delays:** Any delay by the Detailed Design Consultant in the commencement or delay in performance of its contractual obligations shall render the Detailed Design Consultant liable to any or all of the following:
- Imposition of Liquidated damages (L.D.) @ 0.5% of the Agreement Value per week, subject to maximum of 5% of the Agreement Value. This may also include forfeiture of Performance Security.
 - Non-submission of Deliverables as per ToR by due date (unless the same is due to Authority's administrative delays) may also attract levy of L.D.
 - Termination of the contract, in terms of Clause 6 below.
- 4.4. **Extension of Time:** Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the Detailed Design Consultant, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the Detailed Design Consultant encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify Authority in writing of the fact of the delay, its likely duration, and its causes. As soon as practicable, after receipt of the Detailed Design Consultant's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Detailed Design Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.5. **Agreement Value:**
- Except as may be otherwise agreed under Clause 4.8 and subject to Clause 4.5.2 and 4.6, the payments under this Agreement shall not exceed the value including any reimbursable expenses⁷, if any, and specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs. (Rupees.....).
 - Notwithstanding anything to the contrary contained in Clause 4.5.1, if pursuant to the provisions of Clauses 4.8, the Parties agree that additional payments shall be made to the Detailed Design Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 4.5.1 above, the Agreement Value set forth in Clause 4.5.1 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 4.6. **Variation:** Any extra work carried out or deployment by the Detailed Design Consultant on the instructions of Authority which is not included in the scope or deployment of Detailed Design Consultant shall be executed as per man days rates agreed upon between Authority and the Detailed Design Consultant in terms of Clause 7.1 of Terms of Reference, before execution of such services. For avoidance of doubt, it is clarified that for any extra work or deployment (including additional services due to

⁷Reimbursable expenses to be included only if the reimbursement of expenses is also envisaged against the estimate of costs in the Financial Bid
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extension of time), the payments shall be made as per the rates or provisions available in this Agreement, however, wherever such rates or provisions are not available the same shall be mutually agreed before execution of such services.

4.7. Payment to the Detailed Design Consultant

- 4.7.1. Payment to the Detailed Design Consultant for the Services shall be made in terms of Clause 8 of Terms of Reference. It may be further noted that the remuneration rates against the deployment of Key Personnel shall be adjusted as per the following provisions related to the price adjustment, the “**Price Adjustment**”. The amounts payable to the Detailed Design Consultant at the accepted remuneration rates as per Agreement shall be adjusted by the formulae prescribed in this clause.

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

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

$$RI = Rlo \times 0.1 + 0.9 II / Ilo$$

- ii When adjustment due date falls in extension period for which extension is sanctioned for reasons not attributable to the Detailed Design Consultant

$$RI = Rlo \times II / Ilo$$

Where,

RI is the adjusted remuneration,

Rlo is the remuneration payable on the basis of the rates set forth in accepted rates of remuneration of Key Personnel,

II is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the date of completion of every 12 months from date of commencement of services and,

Ilo is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the closing date of submission of proposals.

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

In case new category of Key Personnel is required to be deployed (not provided in the Agreement), the base rate would be fixed as per Clause 6.3 similar personnel or with mutual consent of both parties in case of not similar personnel and adjustment as above shall be applicable after 12 months from the initial deployment of such category.

- 4.7.2. Price Adjustment shall not be applicable during the extension period for which extension is sanctioned for reasons attributable to the Detailed Design Consultant.

4.8. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.5.2 and

5 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

5. Force Majeure

- 5.1. The Detailed Design Consultant shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.2. If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the Authority in writing, the Detailed Design Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5.3. However, Authority may terminate this Agreement by giving a written notice of minimum 7 days to the Detailed Design Consultant, if as a result of Force Majeure, the Detailed Design Consultant is unable to perform a material portion of the services for a period of more than 30 days. Material portion of the services for the purposes of this clause is defined in terms of deliverable and time frames mentioned in 'Terms of Reference' of the RFP. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.

6. Termination

- 6.1. Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the Detailed Design Consultant has rendered all the services to the satisfaction of the Authority and the same are accepted by Authority.
- 6.2. The Authority may, by giving notice in writing, immediately terminate this Agreement if the Detailed Design Consultant or any of the Detailed Design Consultant's personnel:
 - 6.2.1. Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the Detailed Design Consultant within ten days of receipt of a notice from Authority specifying the breach and requiring its remedy.
 - 6.2.2. Having remedied the breach referred to in sub-paragraph 6.2.1 further breaches the terms of the Agreement on two or more occasions.
 - 6.2.3. Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by Authority of any Confidential Information.
 - 6.2.4. Commits any offence under the Prevention of Corruption Act 1988.
 - 6.2.5. Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning.
 - 6.2.6. Is guilty of delay in commencement of services or delay in performance of its contractual obligations.
- 6.3. Authority may also terminate this Agreement in terms of Clause 5.3.
- 6.4. If in the opinion of the Authority, Detailed Design Consultant becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them Authority shall be entitled to terminate this Agreement by notice to the Detailed Design Consultant. The Detailed Design Consultant shall immediately notify Authority should it be in jeopardy of becoming

insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

- 6.5. Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.
- 6.6. Authority also reserves the right to short close the Agreement any time. No compensation shall be payable beyond the services payable as per Payment Schedule.
- 6.7. By the Detailed Design Consultant
 - 6.7.1. The DDC may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:
 - a) the Authority fails to pay any money due to the DDC pursuant to this Agreement and not subject to dispute within 60 (sixty) days after receiving written notice from the DDC that such payment is overdue; or
 - b) as the result of Force Majeure, the DDC is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

7. Amendment/Waiver

No amendment, modification, or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

8. Liability of Bidder to the Authority and Insurance

- 8.1. The Detailed Design Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The Detailed Design Consultant shall, subject to the limitation specified in this Clause 8.1, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence or wilful misconduct on the part of the Detailed Design Consultant or on the part of any person acting on behalf of the Detailed Design Consultant in carrying out the Services, the Detailed Design Consultant, with respect to damage caused by the Detailed Design Consultant to the Authority's property, shall not be liable to the Authority: For any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Detailed Design Consultant hereunder, or (B) the proceeds the Detailed Design Consultant may be entitled to receive from any insurance maintained by the Detailed Design Consultant to cover such a liability, whichever of (A) or (B) is higher.
This limitation of liability specified in this Clause 8.1 shall not affect the Detailed Design Consultant's liability, if any, for damage to Third Parties caused by the Detailed Design Consultant or any person or firm acting on behalf of the Detailed Design Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.
- 8.2. Insurance to be taken out by the Detailed Design Consultant

- a) The Detailed Design Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Detailed Design Consultant shall furnish to Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified, or allowed to expire or lapse during the term of this Agreement.
- c) If the Detailed Design Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Detailed Design Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Detailed Design Consultant, and the Detailed Design Consultant shall be liable to pay such amounts on demand by the Authority.
- d) Except in case of Third-Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Detailed Design Consultant and the Detailed Design Consultant shall procure an undertaking from the insurance company in this regard.

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

- a) Third Party liability insurance as required under Applicable Laws.
- b) Third Party motor vehicle liability insurance as required under Motor Vehicle Act, 1988, in respect of motor vehicles operated in India by the Detailed Design Consultant or their personnel, for the period of Consultancy.
- c) Third Party liability insurance with a minimum coverage of Rs. 50 Lakhs for the period of this Agreement
- d) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount as per this Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium. The Detailed Design Consultant may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.
- e) Employer’s liability and workers’ compensation insurance in respect of the personnel of the Detailed Design Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the Effective Date and remain effective as per relevant requirements of the Agreement.

9. Confidential Information

- 9.1. The Detailed Design Consultant agrees to treat all confidential information of Authority as secret and confidential at all times.
- 9.2. The Detailed Design Consultant shall not, save for in situations falling under Clause 9.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the Detailed Design Consultant shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The Detailed Design Consultant agrees that the confidential

information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

- 9.3. Without prejudice to Clauses 9.1 and 9.2 the Detailed Design Consultant may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the Detailed Design Consultant shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.
- 9.4. In the event any confidential information is disclosed by the Detailed Design Consultant or any of its personnel, Authority will have the right to take action against the Detailed Design Consultant under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the Detailed Design Consultant and its personnel.
- 9.5. On termination of this Agreement (however such termination may arise) the Detailed Design Consultant shall deliver to the Authority all working papers, computer disks and tapes or other material and copies provided to the Detailed Design Consultant by Authority pursuant either to this Agreement or to any previous obligation owed to the Authority regarding the Project.

10. Disputes

- 10.1. Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of Clause 10.
- 10.2. If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior officials or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.
- 10.3. If notwithstanding any steps taken by the parties pursuant to paragraph 10.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be resolved through conciliation process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the Indian Railways Standard General Conditions of Contract 2022 (GCC April 2022) issued by Engineering Directorate, including any correction slips as updated from time to time. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Detailed Design Consultant to the CAO/Construction through “Notice of Dispute” provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Authority. CAO/Construction, shall, within 30 days after receipt of the Detailed Design Consultant’s “Notice of Dispute”, notify the name of conciliator(s) to the Detailed Design Consultant. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by the Authority representative, Detailed Design Consultant and conciliator(s). When the parties sign the

settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

- 10.4. **Matters Finally Determined by the Authority:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Detailed Design Consultant to the General Manager (GM) and the GM shall, within 120 days after receipt of the Detailed Design Consultant's representation, make and notify CAO/Construction as approved by competent authority issuing the RFP decisions on all matters referred to by the Detailed Design Consultant in writing provided that matters for which provision has been made as referred below in Clauses 10.4 (i) to 10.4 (xiii) of this Agreement or in any Clause (stated as excepted matter) of the Special Conditions of the Agreement, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Detailed Design Consultant; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause:
- i In case Authority is of the view that Detailed Design Consultant's personnel performance is not satisfactory, he may instruct the Detailed Design Consultant to remove the personnel from the work and the Detailed Design Consultant has to comply with the above instructions with due promptness. Detailed Design Consultant shall intimate the actual date of discontinuation of its personnel to the Authority. No claim of Detailed Design Consultant whatsoever on this account shall be entertained by the Authority and this shall be deemed as 'excepted matter' (matter not arbitrable).
 - ii **Illegal Gratification:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Detailed Design Consultant or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Authority or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Authority shall, in addition to any criminal liability which he may incur, subject Detailed Design Consultant to the rescission of the contract and all other contracts with the Authority and to the payment of any loss or damage resulting from such decision and the Authority shall be entitled to deduct the amounts so payable from the Detailed Design Consultant's bills/Security Deposit or any other dues of the Detailed Design Consultant with the Government of India.
 - iii The Detailed Design Consultant shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Authority and if he shall do so, the Authority shall be entitled forthwith to rescind the contract and all other contracts with the Authority. Any question or dispute as to the commission of any such offence or compensation payable to the Authority under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient, and his decision shall be final & conclusive. In the event of rescission of the agreement under this Clause, the Detailed Design Consultant will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.
 - iv **Rates for Extra Items of Works:** Any item of work carried out by the Detailed Design Consultant on the instructions of the Authority which is not included in the accepted rates shall be executed as per the

provisions of the Agreement. Provided that if the Detailed Design Consultant commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the Detailed Design Consultant shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Authority representative. However, if the Detailed Design Consultant is not satisfied with the decision of the Authority representative in this respect, he may appeal to the Authority within 30 days of getting the decision of the Authority representative, supported by analysis of the rates claimed. The Authority's 'decision after hearing both the parties in the matter would be final and binding on the Detailed Design Consultant and the Authority.

- v **Signing of "No Claim" Certificate:** The Detailed Design Consultant shall not be entitled to make any claim whatsoever against the Authority under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Detailed Design Consultant, after he shall have signed a "No Claim" Certificate in favour of the Authority in such form as shall be required by the Railway after the works are finally measured up. The Detailed Design Consultant shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- vi It shall be open to the Detailed Design Consultant to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any remeasurement taken by the Authority or the Authority's representative in the presence of the Detailed Design Consultant or in his absence after due notice has been given to him in consequence of objection made by the Detailed Design Consultant shall be final and binding on the Detailed Design Consultant and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.
- vii **Provisions of Payments of Wages Act:** The Detailed Design Consultant shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him. If in compliance with the terms of the contract, the Detailed Design Consultant supply any personnel to be used wholly or partly under the direct orders and control of the Authority whether in connection with the works to be executed hereunder or otherwise for the purpose of the Authority, such personnel shall nevertheless be deemed to comprise persons employed by the Detailed Design Consultant and any moneys which may be ordered to be paid by the Authority shall be deemed to be moneys payable by the Authority on behalf of the Detailed Design Consultant and the Authority may on failure of the Detailed Design Consultant to repay such money to the Authority deduct the same from any moneys due to the Detailed Design Consultant in terms of the contract. The Authority shall be entitled to recover the same from General Consultant's bills/Security Deposit or any other dues of Detailed Design Consultant with the Government of India all moneys paid or payable by the Authority by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Authority upon any question arising out of the effect or force of this Clause shall be final and binding upon the Detailed Design Consultant.
- viii In every case in which, by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or the rules, the Authority is obliged to pay any amount of wages to a workman employed by

the Detailed Design Consultant or his personnel in execution of the work or to incur any expenditure on account of the contingent, liability of the Authority due to the Detailed Design Consultant's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the Authority will recover from the Detailed Design Consultant, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Authority under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Detailed Design Consultant's bills/Security Deposit or any other dues of Detailed Design Consultant with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Detailed Design Consultant and upon his giving to the Authority full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Authority regarding the amount actually recoverable from the Detailed Design Consultant as stated above shall be final and binding on the Detailed Design Consultant.

- ix **Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Authority is obliged to pay compensation to a workman directly or through personnel employed by the Detailed Design Consultant in executing the work, Railway will recover from the Detailed Design Consultant the amount of the compensation so paid, and, without prejudice to the rights of Authority under Section 12 Sub-section (2) of the said Act, Authority shall be at liberty to recover such amount or any part thereof from Detailed Design Consultant's bills/Security Deposit or any other dues of the Detailed Design Consultant with the Government of India. Authority shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Detailed Design Consultant and upon his giving to Authority full security for all costs for which Authority might become liable in consequence of contesting such claim.
- x **Provision of Mines Act:** The Detailed Design Consultant shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the personnel employed by him under this contract and shall indemnify the Authority from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise
- xi **Right of Authority to Determine the Contract:** The Authority shall be entitled to determine and terminate the contract at any time should, in the Authority's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Detailed Design Consultant will be paid for in full at the rate specified in the contract. Notice in writing from the Authority of such determination and the reasons therefor shall be conclusive evidence thereof.
- xii **Payment on Determination of Contract:** Should the contract be determined under sub clause above, and the Detailed Design Consultant claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Authority shall admit and consider such claims as are deemed

reasonable and are supported by vouchers to the satisfaction of the Authority. The Authority's decision on the necessity and propriety of such expenditure shall be final and conclusive.

xiii Determination of Contract owing to Default of Detailed Design Consultant.

10.5.Arbitration: If notwithstanding any steps taken by the parties pursuant to Clause 10.3 the dispute remains unresolved within the time period, then the dispute shall be subject to arbitration process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the Indian Railways Standard General Conditions of Contract 2022 (GCC April 2022) issued by Engineering Department⁸, including any correction slips as updated from time to time.

10.5.1. Demand for Arbitration:

- (i) In the event of any dispute or difference between the parties hereto as to the operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Authority of any certificate to which the Detailed Design Consultant may claim to be entitled to, or if the Authority fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in the Matters finally determined by Authority as per clause 10.4, the Detailed Design Consultant, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- (ii)
 - a. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Authority, shall be referred to arbitration and other matters shall not be included in the reference.
 - b. The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the agreed format.
- (iii)
 - The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Authority.
 - The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
 - The Authority shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
 - Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Authority or any other place with the written consent of both the parties.

⁸Please insert relevant contract document as per the Project being undertaken by the DDC

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

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

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

10.5.3. Appointment of Arbitrator:

- a) Appointment of Arbitrator where applicability of section 12(5) of Arbitration and Conciliation Act has been waived off:
 - i In cases where the total value of all claims in question added together does not exceed 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of the Authority not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.
 - ii In case not covered by the Clause (i) above, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 (two) Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Detailed Design Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Detailed Design Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as General Consultant's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the General Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 (three) arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Detailed Design Consultant's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.
 - iii The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 10.5.1 (i) and (ii) above, can continue as arbitrator in the tribunal even after his retirement.

- b) Appointment of Arbitrator where applicability of Section 12(5) of Arbitration and Conciliation Act has not been waived off:
- i In cases where the total value of all claims in question added together does not exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Detailed Design Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Detailed Design Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.
 - ii In cases where the total value of all claims in question added together exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Detailed Design Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Detailed Design Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Detailed Design Consultant's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Detailed Design Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Detailed Design Consultant's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.
- c)
- i If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
 - ii
 - The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
 - Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute(s) submitted

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

iii

- Qualification of Arbitrator(s):
 - Serving Gazetted Railway Officers of not below JA Grade level.
 - Retired Railway Officers not below SA Grade level, one year after his date of retirement.
 - Age of arbitrator at the time of appointment shall be below 70 years.
- An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- While appointing arbitrator(s) under Sub-Clause above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

iv

- The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.
- A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award
- A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

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

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

10.5.6. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the agreed format to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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

11. Status

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

12. Setoff

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

13. Notices

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

13.1.1. To the Authority shall be sent to [*****] or to such other person/address as may from time to time be notified to the Detailed Design Consultant by the Authority for the purposes of this paragraph. To the General Consultant, shall be addressed to the Detailed Design Consultant at the premises, or to such other person/address as may from time to time be notified to the Authority by the Detailed Design Consultant for the purposes of this paragraph.

13.1.2. If a notice is served by:

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

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

14. Governing Law

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

15. Assignment

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

16. Entire Agreement

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

17. Severability

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

18. Detailed Design Consultant's work on the DDC to be property of Authority:

- 18.1. All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of Authority and shall be used by Authority as deemed fit. Soft copies of deliverables shall also be furnished as required by Authority. All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Detailed Design Consultant and communicated to the **Authority** in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the Authority and may be made available to the general public at its sole discretion. The Detailed Design Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the Authority but shall not use the same for any purpose unrelated to the Services without the prior written approval of the Authority.
- 18.2. All reports and other documents (collectively referred to as "Detailed Design Consultant Documents") prepared by the Detailed Design Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Detailed Design Consultant Documents shall vest with the Authority. Any Detailed Design Consultant Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Detailed Design Consultant Document is created, and the Detailed Design Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Detailed Design Consultant.
- 18.3. The Detailed Design Consultant shall, not later than termination or expiration of this Agreement, deliver all Detailed Design Consultant Documents to the Authority, together with a detailed inventory thereof. The Detailed Design Consultant may retain a copy of such Detailed Design Consultant Documents. The Detailed Design Consultant or its personnel or a Third Party shall not use these Detailed Design Consultant Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 18.4. The Detailed Design Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Services Documents, or due to any breach or failure on part of the Detailed Design Consultant or its personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

19. Defect Liability Period:

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

“Identification of defect, rectification plan and getting it rectified”

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

20. Waiver

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

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

For and on behalf of

The President of India (Authority)

Name and Designation of the Officer

Address

(Authorised Signatory)

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

Name and Designation of the Officer / Person

Address

(Authorised Signatory)

In the presence of Witnesses:

1. Witnesses

Name:

Address:

Signature:

2. Witnesses

Name:

Address:

Signature:

ANNEXURES FOR AGREEMENT

Annexure-1	Terms of Reference
Annexure-2	Financial Bid
Annexure-3	Payment Schedule
Annexure-4	Performance Security
Annexure-4(A)	Insurance Surety Bond
Annexure-5	Bank Guarantee of Bid
	Bid Security
	Bid Forms
	Letter of Award

Annexure-1: Terms of Reference (TOR)

Of

DETAILED DESIGN CONSULTANCY SERVICES

Annexure -1

1 Terms of Reference (TOR)**1.1 Background**

- 1.1.1 South Central Railway, Construction Organization awarded and intend to award the works contracts for execution of New line or Bypass Lines, Multiple Track Railway line Projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelter, Protection works and ancillary structure.

Accordingly, Authority intends to engage a reputed and experienced consulting firm having highly qualified and experienced Professionals as **Detailed Design Consultant** for providing services related to Structural Design for the projects.

- 1.1.2 The Authority will engage multiple stakeholders and has envisaged execution of works through Engineering, Procurement, Construction ("EPC") mode as well as Item-rate contracts (hereafter called works Contracts) and shall be undertaking the Appointment of General Consultants, EPC contractors and Agencies for planning, execution, and supervision of these works contracts.

- 1.1.3 South Central Railway, Construction Organization for and on behalf of President of India, here after referred as 'Authority', invites proposals under single stage two packet system and intends to appoint a '**Detailed Design Consultant**' operating at CAO, Construction, South Central Railway, Rail Nirman Nilayam to support Authority in managing the projects assigned to Authority in Structural Design and Drawings for New line or Bypass Lines, Multiple Track Railway line Projects, Road Over Bridges and Road Under Bridges etc., including but not limited to Station Buildings, FOBs, PF shelter, Protection works, RCC Structures, Steel Structures and ancillary structure.

- 1.1.4 These Terms of Reference (TOR) define the services required from the 'DDC' who are to be engaged for Detailed Design Consultancy Services for the Project work specified in Clause 1.1 and Clause 1.2 above.

2 Objective with brief of Scope of work:

To assist South Central Railway, Construction Organization's Design office and providing services related to structural design for various structures of New line or Bypass Lines, Multiple Track Railway line Projects, Road Over Bridges and Road Under Bridges etc., including but not limited to Station Buildings, FOBs, PF shelter, Protection works, RCC Structures, Steel Structures and ancillary structure.

For meeting the above objectives, the following major activities shall be taken up:

- a) Assist South Central Railway, Construction Organization in design related aspects of Structural works in New line or Bypass Lines, Multiple Track Railway line Projects, Road Over Bridges and Road Under Bridges etc., including but not limited to Station Buildings, FOBs, PF shelter, Protection works, RCC Structures, Steel Structures and ancillary structure. This includes but not limited to finalization of General Arrangement Drawings (GADs) and design of Railway Important, Major and Minor Bridges, ROB, RUB, Box Culverts, Foot Over Bridges, Industrial and platform sheds, Staff quarters, Service buildings, Tunnels, Station Buildings, protection works, temporary works, any Other related structure, etc.
- b) Examination of Design Basis Reports (Structural) for projects and give recommendations to South Central Railway, Construction Organization regarding approval of the same.

- c) Compilation of detailed designs, drawings, DBR, documents, checklists finalized in field and assisting South Central Railway, Construction Organization in standardization of design, drawings, documents, checklists, etc. and Design Basis Reports (DBR).
- d) Carrying out audit/proof check of designs and drawings prepared by EPC contractor or any contractor by hiring designer or outside design agency.
- e) Provide technical advice on any unusual situation at site requiring design inputs during execution of work.
- f) Detailed Design of any work not covered in the scope of work of EPC contractor or Item Rate Contractor, if required.
- g) Provide the necessary hardware and software required for setting up of design office at South Central Railway, Construction Organization office for use by DDC personnel as per detailed scope of work.
- h) Any other work assigned by South Central Railway, Construction Organization pertaining to GADs & detailed structural design related to New line or Bypass Lines, Multiple Track Railway line Projects, Road Over Bridges and Road Under Bridges etc., including but not limited to Station Buildings, FOBs, PF shelter, Protection works, RCC Structures, Steel Structures and ancillary structure.

3 Detailed scope of work:

Details of the major activities as mentioned in para above is given below:

- a) Design of Structural works for New line, Doubling, Multiple Railway line projects, Road Over Bridges and Road Under Bridges Projects, Station Buildings and ancillary structures including façade, circulating area, murals and beautification works. This includes but not limited to design of Railway Important, Major and Minor Bridges, ROB, RUB, Box Culverts, Foot Over Bridges, Industrial and platform sheds, Tunnels, Station Building, any other related structure etc. The structural designs and drawings are to be finally approved by the concerned Chief Engineer of the Project/ Work.
- b) Preparing General Arrangement Drawings (GADs) according to the requirements of Railways, Statutory Authorities, Local Bodies, Ministry of Road Transport & Highways, Irrigation Department, State Road & Bridge Department etc., as the case may arise. The GADs will be approved by the concerned authorities. Hence, there would be many discussions and changes in the proposed GAD. DDC shall involve in the discussion with the different stake holders during approval of GADs, furnish the clarifications of the query raised and revise the drawings, if required. The GADs are to be finally approved by concerned Chief Engineer of the Project/ Chief Bridge Engineer as applicable.
- c) Standardization of design and drawings of Major/ Minor Bridges, Retaining Wall, Wingwall, Toe wall, Station Buildings, Station Platforms, Staff Quarters etc. Standardization of temporary works and launching schemes.
- d) Scrutiny of GADs submitted by EPC Contractors/Works Contractors. Scrutiny and proof checking of design and drawings submitted by the Contractor of the ongoing works/ EPC Contractor and furnish detailed remarks. This may include several rounds of discussions with the designer of the ongoing works. Co-ordinate with proof checking agency appointed for ongoing works for facilitating acceptance or approval of proof checking.
- e) Detailed design of any work not covered in the scope of work of EPC contractor or Item Rate Contractor, if required.

- f) DDC will be required to provide technical inputs on any unforeseen situation at site such as settlement, leakages, cracks, sagging, improper camber, accidents involving temporary/ permanent works, etc. This may include preparation of necessary design and drawings for any corrective works.
- g) Provide necessary hardware and software for setting up of design office. This will include providing the necessary software related to structural design and drawing work during the consultancy period. Bare minimum requirement of software and hardware along with its peripherals to be provided is given in TOR.

However, DDC is expected to utilize its internal software/ utilities for the design work which shall be deemed to be included in the scope of the work. DDC is free to take back all the software, hardware, peripherals, equipment and furniture installed under this work after the consultancy period. However, a soft copy of all the design and drawings in PDF and Auto Cad formats, all the models developed through Structural, Geotechnical software or any other software is to be deposited to the Authority along with the submission of design and drawings.

- h) Examination of Design Basis Report (DBR) will include a detailed report on use of appropriate and relevant acts, codes, manuals, statutory documents, legal documents, etc. for load estimation, structural analysis, structural design, and any other aspects covered or required to be covered in DBR. Moreover, any conflict/ambiguity between provisions of different acts, codes, manuals, statutory documents, legal documents, etc. may also be brought out.
- i) DDC will compile detailed designs, drawings, DBR, documents, checklists, etc. finalized in field in hard/ soft formats for which necessary storage shall be provided by South Central Railway, Construction Organization. This will include co-ordination with various field units for collection of the detailed designs, drawings, DBR, documents, checklists, etc. DDC will compare similar type of documents, drawings, DBR, etc. after its compilation. DDC will help authority in preparing and issuing standard design, drawings, DBR, checklists, documents, etc. and Design Basis Reports (DBR), based on the result of comparative study of detailed designs, drawings, DBR, documents, checklists, etc. finalized in the field or otherwise. DDC will also standardize temporary works/ launching scheme etc. for execution of these works.
- j) DDC will require to carry out structural design audit of few randomly selected projects. Selection of designs to be audited will be done by South Central Railway, Construction Organization and DDC to do structural design audit of these randomly selected designs. The structural design audit shall include a detailed report on the analysis/ design approach, appropriate application of codal provisions, and any deficiencies in design or tender conditions etc. The drawings shall also be reviewed as part of audit to ascertain that the design is properly conveyed by the drawings and notes etc. Remedial measures or correction required to set right the deficiency in design and drawings should also constitute the part of the audit report.
- k) DDC will also be required to carry out detailed design and drawings including working drawings of any work related to New line, Doubling, Multiple Railway line projects, Road Over Bridges, Road Under Bridges Projects etc. and prepare necessary drawings for the same.
- l) DDC shall associate with South Central Railway, Construction Organization's team or any proof checking agency finalized by South Central Railway, Construction Organization and will satisfactorily

resolve the issues or works assigned to DDC by South Central Railway, Construction Organization. SCR may appoint, 3rd Party Consultant/ General Consultant to proof check the design and drawings. DDC shall cooperate with such agency clarify the queries raised and modify the design and drawings required to the satisfaction of proof checking agency.

- m) Prepare an inception report including a Quality Assurance Plan (QAP) for the various types of design works to be undertaken as part of this work. It is expected that the DDC shall exercise control over the processes as per its internal QAP and regularly audit the work done by DDC. Necessary certificate to this effect shall be given by Team Leader deputed by DDC in its monthly progress report.
- n) Apart from above, if authority feels, any design and drawing work, which demands the technical inputs from the DDC, can be assigned to them.

4 General

- 4.1 The Detailed Design Consultant shall discharge its duties in a fair, impartial and efficient manner; consistent with the highest standards of professional integrity and Good Industry Practice.
- 4.2 The Detailed Design Consultant shall perform the duties and exercise the authority in accordance with the provisions of this Agreement.
- 4.3 DDC shall work under overall control of nominated Co-ordinating Chief Engineer (Construction) and Deputy Chief Engineer (Construction)/Design.
- 4.4 The Detailed Design Consultant shall review and dispose the design and drawings as soon as possible, which are assigned to them. DCC should strictly adhere to following delivery schedule. Any dispensation of the delivery schedule is possible only with the written permission of Coordinating Chief Engineer (Construction).
- 4.5 Time line for preparation for submission of design and drawings shall be as under.

Sr.No.	Type of Design & Drawings deliverables	Activity	No of days for disposal per key personnel
1	General Arrangement Drawing (GAD) of minor bridges, FOB, Box culverts, pipe culverts, Road Under Bridges or any structure of minor nature including design discharge, water way, scour depth calculations as per relevant codes and standards of IR & IRC etc.	Preparation of GAD with notes, cross section, sectional elevation, plan, key plan, title boxes etc. acceptable to the authority. Drawing shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	1 to 2
2	General Arrangement Drawing (GAD) of major and important railway bridges with Open Web Girder/Composite girder/ PSC Girder/ Plate Girders etc. including design discharge, water way, scour depth calculations as per relevant codes and standards of IR, GADs of Road Over Bridges with Composite	Preparation of GAD with notes, cross section, sectional elevation, plan, key plan, title boxes etc. acceptable to the authority. Drawing shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	2 to 3

	Girder/ Bow String Girders etc. as per relevant codes and standard of IRC.		
3	General Arrangement Drawing (GAD) of staff quarters, station buildings, platform sheds, industrial shed etc.	Preparation of GAD with notes, cross section, sectional elevation, plan, key plan, title boxes etc. acceptable to the authority. Drawing shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	2 to 3
4	Scrutiny and proof checking of GADs of Minor/ Major/ Important Bridges/ ROB/ RUBs/ FOBs etc. and furnish detailed remarks.	Conducting detailed check and submission of reasoned comments and suggesting modifications/ corrections, if any	1
5	Scrutiny and proof checking of Project Sheet/ L-Sections of Railway Line and furnish detailed remarks.	Conducting detailed check and submission of reasoned comments and suggesting modifications/ corrections, if any	2
6	Structural design, modelling in software, calculation, designing including design of retaining wall/ face wall/ protection works etc., preparation of design documents and booklets of substructure and superstructure of minor bridges <u>where RDSO's standard drawings for superstructure is not applicable</u>	Preparation of design and drawings along with modelling, calculations etc. complete. design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	2 to 3
7	Structural design, modelling in software, calculation, designing including design of retaining wall/ face wall/protection works etc., preparation of design documents and booklets of substructure of minor bridges <u>where RDSO's standard drawings for superstructure is applicable</u>	Preparation of design and drawings along with modelling, calculations etc. complete. Design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	1 to 2
8	Structural design, modelling in software, calculation, designing including design of bearings, retaining wall/ face wall/ protection works, preparation of design documents and booklets of substructure and superstructure of major/ important	Preparation of design and drawings along with modelling, calculations etc. complete. Design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	3 to 4

	bridges <u>where RDSO's standard drawings for superstructure is not applicable</u>		
9	Structural design, modelling in software, calculation, designing including design of bearings, retaining wall/ face wall/ protection works, preparation of design documents and booklets of substructure of major/ important bridges <u>where RDSO's standard drawings for superstructure is applicable</u>	Preparation of design and drawings along with modelling, calculations etc. complete. Design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	2 to 3
10	Structural design, modelling in software, calculation, designing including design of bearings, design of RE walls/ retaining walls, preparation of design documents and booklets of substructure and superstructure of ROBs, <u>where RDSO's standard drawings for superstructure is not applicable</u>	Preparation of design and drawings along with modelling, calculations etc. complete. Design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	3 to 4
11	Structural design, modelling in software, calculation, designing including design of complete. Design shall be bearings, design of RE walls/ retaining walls, preparation of design documents and booklets of substructure and superstructure of ROBs, <u>where RDSO's standard drawings for superstructure is applicable</u>	Preparation of design and drawings along with modelling, calculations etc. complete. Design shall be reviewed by the approving authority/ proof checker and DDC will revise design and drawings accordingly.	3 to 4
12	Scrutiny and proof checking of design and drawings submitted by the other agencies and furnish detailed remarks for minor railway bridges/RUBs.	Conducting detailed check and submission of reasoned comments and suggesting modifications/ corrections, if any	1 to 2
13	Scrutiny and proof checking of design and drawings submitted by the other agencies and furnish detailed remarks for major/ important railway bridges/ ROBs.	Conducting detailed check and submission of reasoned comments and suggesting modifications/ corrections, if any	1 to 2

14	Checking Structural adequacy of proof checked design and drawings submitted by RVNL/IRCON or any other organization.	Checking adequacy and submission of reasoned comments and suggesting modifications/ corrections, if any	1 to 2
15	RSI analysis of continuation of LWR over ballasted deck bridge by MIDAS software	Collection of data, creation of model, calculations and simulations for RSI and submission of report. Analysis shall be reviewed by the approving authority/ proof checker and DDC will revise the same accordingly	2
16	Carry out structural design audit of structural adequacy for assigned structures.	Collection of data, site visit, design calculation for adequacy, suggesting remedial measures (if any required) along with design and drawings. Design audit shall be reviewed by the approving authority/ proof checker. DDC will revise design and drawings of remedial measures accordingly.	1 to 3
17	Slope stability analysis of high banks and cuttings.	Collection of data, modelling, site visit, design calculation, recommend suitable cross sections and other measures along with drawings and booklet. Analysis shall be reviewed by the approving authority/ proof checker and DDC will revise the same accordingly.	1 to 2
18	Proof checking of Design and Drawing of Tunnels, review of geo technical data, geological mapping, hydrological design and seepage analysis, shape, dimensions and cross sections, lining/protection works/ blasting (if required), construction method, ground improvement etc.	Conducting detailed check and submission of reasoned comments and suggesting modifications/ corrections, if any	3 to 4
19	Any other works of Design and drawings assigned to DDC by Co-ordinating Chief Engineer (Construction) and/or Dy.CE/Designs.	Designing, modelling and submission of all relevant design and drawings as mutually decided	Time lines to be decided mutually on case-to-case basis by Co-ordinating Chief

			Engineer (Construction)
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Note: The above time lines shall be for guidance and monitoring purposes. The actual time lines shall be decided mutually on the basis of complexity of the project/assignment. The review of the design/drawings shall be considered to be inclusive in given time lines. However, the performance will be checked by clubbing some activities or on totality basis. The consultant shall make all possible efforts to complete the assignment as quickly as possible but not later than the time line given in mile stones/decided mutually. As most of the GADs and Structural Design and Drawings will be of repetitive and similar type, therefore such designs and GADs shall be carried out in minimum possible time.

- 4.6 The Detailed Design Consultant shall submit regular periodic reports; at least once every month; to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Detailed Design Consultant within 10 (ten) days of the beginning of every month. All reports to be submitted by the DDC shall be in English language. The Detailed Design Consultant shall discharge all the duties and functions as per the objective of the TOR at S. No. 2 above, irrespective of the Key Personnel as deployed and listed in this RFP. For avoidance of doubt, deployment of Detailed Design Consultant's Personnel does not absolve the Detailed Design Consultant of its responsibilities, duties and functions as needs to be undertaken in providing the DDC. DDC shall organize and conduct daily/ weekly/ monthly meeting with all the stack holders to expedite the design process.
- 4.7 The work shall be assigned to the key personnel through Team Leader, who shall further distribute the work to the key personnel. The work done as mentioned above shall be submitted to authority through Team Leader after proper scrutiny at his own level.
- 4.8 The Detailed Design Consultant shall submit Daily Report depicting the drawings status duly updated with the assigned drawings and their status for close monitoring and timely action.

5 Establishment of Office of Detailed Design Consultants:

The Detailed Design Consultant will set up an Office at CAO/Construction for their entire team to perform the Services specified in ToR.

Authority will provide office space free of cost at Authority office i.e RAIL NIRMAN NILAYAM with furniture (tables, chairs and almirahs) workstations and access to a meeting room free of charges. All assets and facilities provided by the Authority shall remain vested with the Authority at all times, and DDC shall have no claim over it. The Authority will give its authorized personnel access, facilities, for carrying out their obligations under this Agreement. DDC shall provide the following Equipment, Accessories including licensed Computer Software mentioned below to carry out the Services as per TOR and Agreement.

5.1 15 (Fifteen) nos. of High-end desktop for design usage with following specifications:

CPU	Intel Xeon Gold Series minimum 8 cores or equivalent/ higher, Base frequency must be greater than 2.0 GHz
RAM	32 GB DDR4
HDD	1024GB SSD
Dedicated graphics card	NVIDIA Quadro 4 GB Minimum

OS	Preloaded Microsoft Windows 11 Home/ Preloaded Microsoft Windows 10 upgradeable to Windows 11 Home with intel graphics for design & AutoCAD support.
Preloaded Software	MS Office
Display	24 Inch or higher LED Display with minimum resolution of 1920x1080
Keyboard & Mouse	Wireless
LAN	Integrated Gigabit Ethernet LAN 10/100/1000
Ports	Minimum 4 USB Ports (from which minimum 2 ports of USB 3.0), 1 HDMI
Warranty	Three years onsite warranty

5.2 01 (One) no. of colour multifunction printer with inbuilt scanner & copier (A0 size plotter) with following specification:

Function	Multifunction (Print, copy, scan)
Model size	36 inch
Print Speed	1 A0 size print per minute (minimum)
Scan speed (in color)	1.5 inch per sec. (minimum)
Scan speed (in Grayscale/Mono)	4.5 inch per sec. (minimum)
Memory	1 GB (minimum)
Print Resolution	2400 x 1200 dpi or higher
Scan resolution	600 dpi or higher
Print Technology	Thermal inkjet
Number of print cartridges	4 colors or higher
Number of roll	1 roll with cut sheet along with tray of A3-A4 size
Width of printer	Up to 36 inch (914 mm)
Ink types	Combination of dye & pigment
Line accuracy	+/- 0.1%
Scanner type	Sheet feed
Copy reduce/enlarge settings	50% to 400%
Copies maximum	Up to 99 copies
Finished output handling	Input: sheet feed, roll feed, input tray Output: Media, bin, automatic cutter
Media types	Bond and coated paper (bond, coated, heavyweight, recycled, plain, bright white) technical paper (Natural tracing, vellum)
Media sizes standard (sheets, rolls)	Rolls: 279 to 914 mm (11 to 36 inch) Sheets: 210x279 to 914x 1897 mm (8.3 x 11 to 36 x 74.7 inch) Standard Sheets: A4, A3, A2, A1, A0
e-Print capability	Yes

Interfaces	Gigabit Ethernet, Wi-Fi, USD 2.0
Print languages	TIFF, JPEG etc.
Warranty	Three years onsite warranty
Make	HP, Canon, Epson
OEM Certificate	Mandatory
Additional Cartridges	One set extra (130 ml or higher of Cyan, Magenta, Yellow and 300 ml or higher Black.

5.3 02 (Two) no. of LED screen with HD resolution of minimum size 65 inch.

5.4 (i) Heavy Duty multi-function Copier/Scanner – 2 Nos. (1 Colour minimum).

(ii) Colour Printer capable of A3 Size Print/Copy and Scanner – 4 Nos.

5.5 Tentative list of software along with the number of licences:

S.No.	Name of software	Indicative number of licenses
1	AUTODESK AEC Collection including Auto CAD, Revit Civil 3D, infra works, Navisworks	05
2	ADOBE SUITE Creative cloud all software's	02
3	ETABS	02
4	STADD Pro	05
5	MIDAS Civil with RSI module	01
6	ARC GIS	01

Note: Computers/Laptops/Printer/Plotters and their accessories along with required stationery shall be borne by the DDC agency only. Any delay /shot fall in progress on this account a penalty of Rs. 5000/- per day shall be levied.

6 Duration of the work:

Duration of the work will be 36 months from date of commencement mentioned in the LOA or as decided by the authority under clause 3.8. Extension after initial period of 36 months may be given up to 12 (twelve) months with the approval of Competent Authority on the same terms and conditions.

7 Manpower Deployment:

7.1 Following table gives details of the manpower/ Key personnel and its indicative numbers to be deployed for the scope of work mentioned above:

Proposal for Detailed Design Consultancy for CAO/C/SCR

S.No	Description	Nos	Minimum Required Educational Qualification And/or Experience
A. Key Personnel			
1	Chief Design Engineer/Team Leader	1	A. Master's degree in Civil Engineering with specialisation in Structures and 15 years' experience in design of Bridges of Highways/Railways/Metros including minimum 3 years' experience in design of Railway Bridges. Proficiency in handling of at least two of prominently used structural analysis and design software such as STAAD Pro, MIDAS Civil, ETABS is desired.

			<p>(Or)</p> <p>B. At least 5 years' experience in JAG or equivalent Grade or above in Design Section of Civil Engineering department of Railways and/or as GM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 5 years experience in Design section.</p> <p>(Or)</p> <p>C. At least 10 years' experience as SSE/Design in Railways with M. Tech (Civil) in Structures.</p> <p>Note for (A) & (C) above:-</p> <ol style="list-style-type: none"> 1. Experience shall be calculated from obtaining Graduation in civil Engineering. 2. Minimum experience of 3 years required after Master's Degree. 3. Graduation/PG should be from List of Colleges.
2	Sr. Design Engineer - Bridges	2	<p>A. Master's degree in Civil Engineering with specialisation in Structures and 10 years' experience in design of Bridges of Highways/Railways/Metros including minimum 3 years' experience in design of Railway Bridges. Proficiency in handling of at least two of prominently used structural analysis and design software such as STAAD Pro, MIDAS Civil, ETABS is desired.</p> <p>(Or)</p> <p>B. At least 3 years' experience in JAG or equivalent Grade or above in Design Section of Civil Engineering department of Railways and/or as GM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 5 years experience in Design section.</p> <p>(Or)</p> <p>C. At least 7 years' experience as SSE/Design in Railways.</p> <p>Note for (A) above:-</p> <ol style="list-style-type: none"> 1. Experience shall be calculated from obtaining Graduation in civil Engineering. 2. Minimum experience of 3 years required after Master's Degree. 4. Graduation/PG should be from List of Colleges.
3	Sr. Design Engineer Steel Structures – 1 No	1	<p>A. Master's degree in Civil Engineering with specialisation in Structures and 10 years' experience in design of Steel Structures for Highways/Railways/Metros including minimum 3 years' experience in design for Railway Bridges. Proficiency in handling of at least two of</p>

			<p>prominently used structural analysis and design software such as STAAD Pro, MIDAS Civil, ETABS is desired.</p> <p>(Or)</p> <p>B. At least 3 years' experience in JAG or equivalent Grade or above in Design Section of Civil Engineering department of Railways and/or as GM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 5 years experience in Design section.</p> <p>(Or)</p> <p>C. At least 7 years' experience as SSE/Design in Railways.</p> <p>Note for (A) above:-</p> <ol style="list-style-type: none"> 1. Experience shall be calculated from obtaining Graduation in civil Engineering. 2. Minimum experience of 3 years required after Master's Degree. <ol style="list-style-type: none"> 1. Graduation/PG should be from List of Colleges.
4	Sr. Design Engineer Buildings – 1 No.	1	<p>A. Master's degree in Civil Engineering with specialisation in Structures and 10 years' experience in design of Buildings for Infrastructure Projects including minimum 3 years' experience in design of Buildings of at least 4 Floors & minimum Floor area of 10,000 sqm. Proficiency in handling of at least one of prominently used structural analysis and design software such as STAAD Pro, MIDAS Civil, ETABS is desired.</p> <p>(Or)</p> <p>B. At least 3 years' experience in JAG or equivalent Grade or above in Design Section of Civil Engineering department of Railways and/or as GM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 5 years experience in Design section.</p> <p>(Or)</p> <p>C. At least 7 years' experience as SSE/Design in Railways.</p> <p>Note for (A) above:-</p> <ol style="list-style-type: none"> 1. Experience shall be calculated from obtaining Graduation in civil Engineering. 2. Minimum experience of 3 years required after Master's Degree. <p>D. Graduation/PG should be from List of Colleges.</p>
5	Design Engineer (Bridges – 3 Nos,	5	<p>A. Master's degree in Civil Engineering with specialisation in Structures and 5 years' experience in design of Bridges of Highways/Railways/Metros including minimum 2 years' experience in design of Railway Bridges/Steel Structures/Buildings (min floor area 10,000 sqm). Proficiency in handling</p>

	Steel Structures – 1 No & Station Buildings – 1 No.)		<p>of at least one of prominently used various structural analysis and design software such as STAAD Pro, MIDAS Civil, ETABS</p> <p>(Or)</p> <p>B. At least 5 years' experience in SSE/JE or equivalent Grade and above in Design Section of Civil Engineering department of Railways and/or as AM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 5 years experience in Bridge Design</p> <p>Note for (A) above:-</p> <ol style="list-style-type: none"> 1. Experience shall be calculated from obtaining Graduation in civil Engineering. 2. Graduation/PG should be from List of Colleges.
6	Drawing Assistant	5	<p>A. Graduate in Civil Engineer/Diploma in Civil Engineering and Minimum 5 years Experience for Graduates or Minimum 8 years experience for Diploma Holders in Railways/Highways/Metro Projects. Proficiency in AutoCAD with minimum 2 years of experience of structural design software like STAAD Pro, MIDAS Civil, ETABS etc is desired</p> <p>(Or)</p> <p>B. At least 2 years' experience in SSE/JE or equivalent Grade and above in Design Section of Civil Engineering department of Railways and/or as AM and above in Civil Engineering department in RITES/IRCON/RVNL or equivalent grade in Konkan Railway/MRVC/DFCCIL/ any JVs or SPVs with Ministry of Railways, any Metro Rail Corporation either individually or combined and minimum 3 years experience in Bridge Design.</p>

Note:

1. * Number given is tentative and it may change as per the requirement of work. The authority has full power in deciding deployment of key personnel or other personnel or increase or decreasing their man months within the ambit the Contract.
2. All personnel will be reporting to the Authority or the Authority Representative.
3. DDC may be required to deploy other personnel also who are experts in their field based on the project specific needs. Their deployment shall be arranged by the DDC on specific requisition from the Authority and the payment shall be made as per the actual deployment. Such specialist experts shall be paid at the rate of remuneration payable to such new DDC's personnel based on the rates for other position which require similar qualifications and experience with mutual consent. If required, Authority may require/agree for additional deployment of similar personnel identified in the bid and in such cases payment to the DDC shall be based on the remuneration of such personnel in the Agreement.
4. Deployment schedule for each Key Personnel should be formulated and incorporated in the Technical Bid. The actual deployment of DDC's personnel shall be as per the LoA issued and which will be reviewed and revised by the South-Central Railway, Construction Organization, if required on quarterly

basis for subsequent (3) three months with South Central Railway, Construction Organization for deployment purposes based on the progress and its requirements.

5. The DDC shall submit regular periodic reports; at least once every month; to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the DDC within 10 (ten) days of the beginning of every month. All reports to be submitted by the DDC shall be in English language. The DDC shall discharge all the duties and functions as per the objective of the TOR, irrespective of the Key Personnel as deployed and listed in RFP. For avoidance of doubt, it is clarified that deployment DDC's Personnel does not absolve the DDC of its responsibilities, duties and functions as needs to be undertaken in providing the DDC Services.
- 7.2 The DDC should provide 2 office boys, to help various office works like carrying drawings during inspection, dispatching letters, making arrangements during meetings, taking printout and scanning etc.
- 7.3 Within 7 days of receiving request from South Central Railway, Construction Organization for discontinuing deployment of any of the Personnel, the Consultant shall without any delay discontinue that Personnel. After 7 days of receiving request from South Central Railway, Construction Organization, if the Personnel is still deployed, no payment shall be made against that particular Personnel.
- 7.4 Payments to the Consultants shall be made as per the Payment Schedule.
- 7.5 Working hours, overtime, leave, etc.**

- a) The DDC shall have to work under administrative control of nominated Chief Engineer (Construction), South Central Railway, Secunderabad.
- b) The system of six working days in week has to be followed.
- c) In case of absence of the Key Personnel's of more than 2 (two) days at a time, a temporary suitable replacement if directed by Authority shall be provided. The Key Personnel/ Other Personnel shall be entitled to get gazetted holidays as per South Central Railway, Construction Organization's holiday list. However, in case the Authority instructs to be present on any day at South Central Railway, Construction Organization's office, the Key Personnel/ Other Personnel will have to be present irrespective of holiday.
- d) The Key Personnel/Other Personnel shall not be entitled to be paid for overtime, nor to take paid sick leave or vacation leave except as specified in the above, and the Consultant's remuneration shall be deemed to cover these items. In case of absence of Key Personnel/ Other Personnel, payment corresponding to number of days of absence shall be deducted by deriving man day rate considering 26 working days in a month.
- e) Work from Home (WFH) shall not be normally allowed except in case of lockdown imposed in the region where DDC's office is established by local administration.

8. Terms & Conditions of Payment and Deployment:

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

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

- b) Notwithstanding anything to the contrary stated in the Agreement, it shall be mandatory to deploy the Key/Support Personnel as per the Man-Months Input specified in the Terms of Reference unless specifically informed by the Authority for any changes in the Deployment Schedule, through a notice of at least 30(thirty) days in advance. Monthly payments as per Clause (a) above will be subject to further deduction as per Clause (c) below in case of inadequate deployment of Key/Support Personnel. The Key Personnel shall be considered to be inadequately deployed if he/she is not present for at least 80% (eighty percent) of the working days (excluding Weekend holidays, Gazetted holidays) stipulated in that calendar month, as per the Man Months input in the Terms of Reference and the Deployment Schedule proposed by the DDC and approved/modified by the Authority.
- c) The reduction or deduction of the amount @20% (twenty percent) of the monthly payment due as the case may be, shall be made against such Key Personnel mentioned in S. No (b) above during the monthly billing. For the avoidance of doubt, the monthly payment due as mentioned above for reduction/deduction against such Key Personnel shall be considered as the payment due to the DDC as per the Deployment Schedule for the concerned month.

8.2 Deployment Schedule

The deployment of manpower shall be as per terms and conditions and as approved by the Authority. The actual deployment of DDC's personnel shall be as per the LoA issued and which will be reviewed and revised by the South-Central Railway, Construction Organization, if required on quarterly basis for subsequent (3) three months with South Central Railway, Construction Organization for deployment purposes based on the progress and its requirements.

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

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

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

It is understood that the remuneration rates shall cover such salaries and allowances as the DDC shall have agreed to pay to the Key/Support Personnel as well as overheads, travelling costs, IT equipment, stationary, communication unless otherwise mentioned in the contract.

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

(ii) Substitution

The proposed Key/Support Personnel as envisaged above, shall remain deployed and available for the Project till the issuance of Completion Certificate and Defect Liability Period respectively, for the Project.

For any substitution, provisions as per Clause 3.10 of this Agreement shall be applicable.

9 Completion of Services:

South Central Railway, Construction Organization may at any stage with prior notice discontinue the deployment of Key Personnel/Other Personnel.

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to South Central Railway, Construction Organization in soft form apart from the Deliverables indicated above. The study outputs shall remain the property of South-Central Railway, Construction Organization and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of South-Central Railway, Construction Organization. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by Co-ordinating Chief Engineer (Construction)/ South Central Railway.

Annexure-2: Financial Bid (Cost of Services)

(Refer Clause 2.7 of RFP)

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

Annexure-3: Payment Schedule

(Refer Clause 8 of TOR)

1. Mode of Billing and Payment:

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

- a) As soon as practicable and not later than fifteen (15days) after the end of each calendar month during the period of the Services, the DDC shall submit to the Authority, in duplicate, itemized statements, and other appropriate supporting materials, of the amounts payable for such month.
- b) The Authority shall cause the payment of the DDC periodically as given in schedule of payment above as per the actual deployment and along with any deduction/reduction in terms of Clause 8.1 of TOR and other provisions of Agreement within thirty (30) days after the receipt by the Authority of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and payment payable to the DDC, the Authority may add or subtract the difference from any subsequent payments.
- c) The payment for amounts against the Reimbursable Costs as per financial bid approved for the reimbursement of expenses shall be limited to the amounts indicated in the financial bid. Along with the monthly bills against the deployment as above, the DDC shall submit to the Authority, in original and a duplicate copy, itemized statements accompanied by receipted GST invoices, vouchers and other appropriate supporting materials of the amounts payable to the DDC for such month.⁹
- d) The final payment under the Project shall be made only after the final report and a final statement, identified as such, shall have been submitted by the DDC and approved as satisfactory by the Authority. The DDC shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Authority unless the Authority, within such ninety (90) day period, gives written notice to the DDC specifying in detail deficiencies in the DDC, the final report or final statement. The DDC shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Authority has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the DDC to the Authority within 30(thirty) days after receipt by the DDC of notice thereof. Any such claim by the Authority for reimbursement must be made within 12(twelve) calendar months after receipt by the Authority of a final report and a final statement approved by the Authority in accordance with the above.

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

Annexure-4: Bank Guarantee for Performance Security**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

President of India Acting through,

Date of Issue:**Chief Engineer/Con/Planning & Survey/Secunderabad,****South Central Railway.****Beneficiary: FA&CAO/C/Secunderabad,****South Central Railway.****Date:,****Guarantee Reference:****Bank Guarantee for Performance Security**

In consideration of Chief Engineer/Con/Planning & Survey 2nd floor, Rail Nirman Nilayam (hereinafter referred as the Authority/Client, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) having awarded to M/s.... having its Office at __ (hereinafter referred to as the DDC which expression shall be repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of clients Letter of Award No. ____ Dated ____ and the same having been unequivocally accepted by the DDC, resulting in a contract valued at Rs. ____ (Rupees) excluding GST for providing services for Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad (hereinafter called the contract), and the DDC having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the Client in the said contract for performance of the above contract amounting to Rs. ____ (Rupees ____)

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the DDC. The Client shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the DDC and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Client and the DDC any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters foresaid or any of them or by reason of any other Act or forbearance or other acts of omission or

commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein.

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

Place:

Date:

For Bank_____

Appointment of DDC

ANNEXURE-4(A) - Insurance Surety Bond for Performance Security**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India, Acting through,

Chief Engineer/Con/Planning & Survey/**Secunderabad,**

South Central Railway.

Beneficiary: FA&CAO/C/Secunderabad,

South Central Railway.

Date:.....

Surety Bond No:

Issue Date:.....

Amount of Bond:

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through **Chief Engineer/Con/Planning & Survey/Secunderabad, 1st floor Rail Nirman Nilayam** (*Designation & address of contract signing authority*), South Central Railway (hereinafter called “The Railway”) having accepted the bid of M/S hereinafter called the contractor, for the work of “appointment of DDC for Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad.” for a period of 36 months.” under invitation for bids No Dated, Vide Letter of Acceptance No.....

AND

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

WHEREAS, we, _____, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s.

.....contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

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

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

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed (Rupees Only).
- b. This Surety Bond shall be valid up to(being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

* * * * *

Annexure –5

**Para 2.3 of the Instructions to Bidders
(Bid Security)**

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through Chief Engineer/Con/Planning & Survey/Secunderabad,

South Central Railway,

Beneficiary: FA&CAO/C/Secunderabad, South Central Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through **Chief Engineer/Con/Planning & Survey/Secunderabad, 1st floor Rail Nirman Nilayam (Designation & address of Contract Signing Authority)**, South Central Railway (hereinafter called "The Railway") having invited the bid for "Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures" for projects under CAO/Construction, South Central Railway, Secunderabad." for a period of 36 months." through Request for Proposal (RFP) No.._____, We have been informed that *[Insert name of the Bidder]*(hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert required Value of Bid Security]*, in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of*[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from 270 day from Bid due date. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]*No.

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

APPENDICES

Appendix-I – Technical Bid**Technical Bid Form – 1: Letter Comprising the Bid**

(On Bidder's letter head)

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

(Date and Reference)

To,

Chief Engineer/Con/Planning & Survey,
 Second Floor, Rail Nirman Nilayam, Secunderabad
 South Central Railway,

Sub: RFP for appointment of Detailed Design Consultant for providing Consultancy Services**Ref.: RFP No. _____**

Dear Sir,

1. With reference to your RFP Document dated I/We, _____ having examined all relevant documents and understood their contents, hereby submit our Bid for selection of Detailed Design Consultant for providing Detailed Design Consultancy services for [*****]. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of Appointment as the Detailed Design Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five years, we have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest in accordance with Clause 2.8 of the RFP;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as an Detailed Design Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Detailed Design Consultant for the Project or which relates to a grave offence that outranges the moral sense of the community and it is further certify that in regard to matters relating to security and integrity or the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that in regard to matters relating to security and integrity or the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above-mentioned Project.
14. The Bid Security of Rs. -----/- (Rupees _____ only) has been deposited in accordance with the RFP document.
15. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right to whatsoever nature if the Detailed Design Consultant for the Project is not awarded to me/us or our Bid is not opened.
16. I/We agree to keep this offer valid for 120 days from the tender submission date specified in the RFP.
17. In the event of my/our being selected as the Bidder, I/We agree to enter into an Agreement in accordance with the format Schedule of the RFP. We agree not to seek any changes in the aforesaid Form and agree to abide by the same. We also confirm that the Team Leader is on our payroll and all other Key Personnel if not on our payroll, shall be directly employed/engaged by us before the commencement of Services in terms of this Agreement.
18. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Detailed Design Consultant.
19. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfils all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).
20. I / We understand that if at the time of evaluation of the Bid or during execution of the contract, any declaration regarding local content, submitted thorough the relevant form as provided is found to be false, the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of upto5 years from the date of such banning done along with such other actions as may be permitted by law.
21. I / We also undertake that the 'Local Content' added in the entire consultancy services will be submitted along with the final bill. Declaration for 'Local content' in terms of 'Public Procurement (Preference to Make in India)

Order 2017', as amended, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry. The offer submitted meets the 'Local Content' requirement as prescribed under the KIT. The percentage of local content is _____% of the total contract Value.¹⁰

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

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

Enclosed: 1. Bid Security

2. Other Bid Forms

¹⁰Please retain as applicable
Appointment of DDC

Appendix-I

Technical Bid Form – 2: Particulars of the Bidder

(Refer Clause 2.1.2 of RFP)

1.1.	Title of Detailed Design Consultant Providing Detailed Design Consultancy Services to Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad.
1.2.	Title of Project Appointment of Detailed Design Consultant for Providing Services related to Structural Designs for New line, Doubling, 3rd & 4th line projects, Road Over Bridges and Road Under Bridges etc. including Station Buildings, FOBs, PF shelters and other ancillary structures” for projects under CAO/Construction, South Central Railway, Secunderabad.
1.3.	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium Yes/No
1.4.	State the following: Name of Company or Firm: Legal status (e.g., incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address, and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone Number: E-Mail Address: Fax Number:
1.5.	If the Bidder is Lead Member of a consortium, state the following foreach of the other Member Firms: <ul style="list-style-type: none"> i Name of Firm: ii Legal Status and country of incorporation iii Registered address and principal place of business.
1.6.	For the Bidder,(in case of a consortium, for each Member) state the following information: <ul style="list-style-type: none"> i In case of non-Indian company, does the company have business presence in India? <div style="text-align: right;">Yes/No</div>

	<p>If so, provide the office address(es) in India.</p> <p>ii Has the Bidder or any of the Members in case of a consortium been penalized by any organization for the poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iii Has the Bidder/Member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iv Has the Bidder or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years and such blacklisting exist as on Bid Due Date?</p> <p style="text-align: right;">Yes/No</p> <p>v Has the Bidder, or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p><i>Note: If answer to any of the questions at ii) to v) is yes, the Bidder is not eligible for this Detailed Design Consultant</i></p>
1.7.	<p>Does the Bidder's firm/company (or any member of the consortium) combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.8.	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers, or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Detailed Design Consultant, if those contractors, manufacturers, and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Detailed Design Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ designer for Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name, and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

Appendix-I

Technical Bid Form – 3: Statement of Legal Capacity

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

Ref. Date:

To,

Dear Sir,

Sub: RFP for Appointment of Detailed Design Consultant for providing DDC Services on [Project Unit of Zonal Railway].

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

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

Yours faithfully,

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

For and on behalf of

**Please strike out whichever is not applicable*

Appendix-I

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

(Refer Clause 2.5 and 2.6.1 of RFP)

(To be executed on stamp paper of appropriate value)

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

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

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

For

(Signature, Name, Designation and Address)

Witness:

- 1.
- 2.

Notarized

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

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

Appendix-I

Technical Bid From – 5: Power of Attorney

(Refer Clause 2.5 &2.6.1 of RFP)

Format for Power of Attorney for Lead Member of {Consortium/Joint Venture}

(To be executed on stamp paper of appropriate value)

Whereas the [****] (the “**Authority**”) has invited Bids for appointment as Detailed Design Consultant for providing Detailed Design Consultancy Services for..... (the “**SERVICES**”).

Whereas and (collectively the “{Consortium/Joint Venture}”) being Members of the { Consortium/Joint Venture} are interested in Bidding for the Detailed Design Consultant in accordance with the terms and conditions of the Request for Proposal (RFP) and other Bid documents including agreement in respect of the Services, and Whereas, it is necessary for the Members of the {Consortium/Joint Venture} to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the {Consortium/Joint Venture}, all acts, deeds and things as may be necessary in connection with the {Consortium’s/Joint Venture} Bid for the Services and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney

and that all acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ {Consortium/Joint Venture}.

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

For

(Signature)

..... (Name & Title)

For

(Signature)

..... (Name & Title)

For

(Signature)

..... (Name & Title)

(Executants)

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

Witnesses:

1.

2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

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

Appendix-I**Technical Bid Form – 6: Joint Bidding Agreement**

(Applicable in case of JV / Consortium)

(Refer Clause 2.5 & 2.6.1 of RFP)

(To be executed on stamp paper of appropriate value)

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

AMONGST

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

AND

2. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)¹¹

AND

3. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)¹²

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

WHEREAS,

- (A) Authority, (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) has invited proposals (the "Bids") by its -Request for Proposal No. dated.....(the "RFP") for appointment as Detailed Design Consultant for DDC Services for..... (the "SERVICES").
- (B) The Parties are interested in jointly bidding for the Detailed Design Consultant as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Detailed Design Consultant, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

¹²Please include all the Members of Consortium and in line with the maximum Consortium Members allowed in the RFP

- b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Detailed Design Consultant, either directly or indirectly or through any of their Affiliates.
- c. Share Holding of JV/Consortium members.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Detailed Design Consultant, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Detailed Design Consultant for the Project in terms of the Contract for the Services.

4. Role of the Parties

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

- a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Detailed Design Consultant and until the Effective Date under the Contract;
- b. Party of the Second Part shall be [•].
- c. Party of the Third Part shall be [•].

5. Joint and Several Liability

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

6. Member in Charge or Lead Member

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

Each Party agrees and acknowledges that:

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

7. Representation of the Parties

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute
- c. this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws, or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such party except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - (a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - (b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Authorized Representation

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

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Contract, in case the Services are awarded to the Consortium. However, in case the

Consortium is not selected for award of the Services, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

- a. This Joint Bidding Agreement shall be governed by laws of India.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of MEMBER IN CHARGE

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

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

Appendix-I

Technical Bid Form –7: Financial Capacity of the Bidder

(Refer Clause 3.1.2 / 3.2.2)

Certificate from the Statutory Auditor^s

This is to certify that:

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

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

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

AND / OR

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

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

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

Certificate from the Independent CA ^s

This is to certify that

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

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

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

AND / OR

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

UDIN

Name of the audit firm:

Seal of the audit firm

Date:

Place

(Signature, name and designation of the Authorized signatory)
Membership No/ FRN No.
Contact detail:

SEAL AND SIGNATURE OF THE BIDDER

1. Please do not attach any printed Annual Financial Statements.
2. Financial capacity of the JV or the arithmetical sum of financial capacity of all the members of the JV will be considered for scoring criteria as per clause 3.2.2 item code-2. Particulars of all the JV members is to be submitted in the above proforma. Financial capacity of bidder will be evaluated as per clause 3.1.2 (B)
3. **Any certificate issued by Statutory Auditor/ CA must include Unique Document Identification Number (UDIN), without which the same shall be treated as INVALID and the offer shall be summarily rejected.**
4. In case where books of accounts of the Bidder is maintained and audited on the basis of Calendar Year. The equivalent year shall be as illustrated hereunder:

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

Appendix-I

Technical Bid Form – 8: Particulars of Key Personnel

(Refer Clause 3.2.2 of RFP)

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience (in years)	Present Employment		No. of months on Bidder pay roll prior to Bid Due Date
					Name of Firm	Employed Since	
1							
2							
3							
4							
5							
6							
7							
8							

Note: Refer Form 9 of Appendix I Abstract of Eligible Assignments of Key Personnel

Appendix-I

Technical Bid Form – 9: Proposed Methodology and Work Plan

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

1) Understanding of ToR [not more than two pages]

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2) Methodology and Work Plan [not more than three pages]

The Bidder will submit its methodology for carrying out the Services, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for the Services have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities along with use of appropriate IT applications for flow of information/progress, redressal mechanism/conflict management and provide a quality assurance plan for carrying out the Services.

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

Guidelines for Presentation & Skill Test:

- i Presentation shall be approximately 15-30 minutes. The Presentation is not required to be submitted as part of the Bid, however the 4 hard copies of the presentation in A4 size in colour shall be submitted at the time of presentation.
- ii Indicative content of the presentation but not limited to any or all of the following points;
 - a. One section of the presentation shall be about the Bidder and Key Personnel proposed to be deployed
 - b. One section of presentation on Proposed methodology and Work Plan, document control, Consultancy Management Plan etc
 - c. One section of the presentation shall include Key Performance Indicators to monitor the work of the Professionals to be deployed by the Detailed Design Consultant.
 - d. One section of the presentation should list out major areas of concerns each for authority default and contractor default and their proposed methodology/monitoring mechanism to mitigate these delays/disputes in advance.
 - e. One section on complete flow chart of activities for undertaking the Services.

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

Appendix-I

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

(Refer Clause 3.1.3 of RFP)

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

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

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

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

Certificate from the Statutory Auditor\$

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

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

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

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

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

Appendix-I

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

(Refer Clause 3.2.2&3.1.3 of RFP)

Name of Key Personnel:

Designation:

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

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

Appendix-I

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

1. Proposed Position:
[For each position of key professional separate Technical Bid Form-12 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff: [Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: [To Year]: Employer: Positions held:
12. Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the Eligible Assignment/ jobs in which the staff has been involved, indicate the following information for those Eligible Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment/job or project:
Year (Start / Completion):
Location:
Employer:
Main project features:
Positions held:
Activities performed:
Cost of project:
14. Certification:
 - (i) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

- (ii) I further undertake that my CV is being proposed for this Project by (the Bidder) and I have not given consent to any other consultant(s) to propose my CV for any position for this Project.
- (iii) I undertake that I have no objection in uploading/hosting of my credentials by Authority in public domain.
- (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.
- (v) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.
- (vi) I have never been debarred from providing consultancy services by any government authority /PSU Or I was debarred from providing consultancy services by for years from .../.../... to .../.../... and period of debarment is now over.
- (vii) I have been deployed for minimum [1095] days on the Eligible Assignments claimed by me for the purposes of the evaluation under this RFP.

Date:

Place:

[Signature of Key Personnel]

[Full name]

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

Appendix-I**Technical Bid Form – 13: Eligible Assignments of Bidder**

(Refer Clause 3.1.3 of RFP)

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

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
- 3) Exchange rate should be taken as per clause 3.1.4 of the RFP

Appendix-I

Technical Bid Form – 14: Eligible Assignments of Key Personnel

(Refer Clause 3.1.3 of RFP)

Name of Key Personnel	
Designation of Key Personnel	
Name of Firm where Employed	
Description of Services performed by the Key Personnel (including designation)	
Type of Project (As per Clause 3.1.3 of RFP)	
Name of Client and Address (Indicate whether Public or Private Entity)	
Professional Fees received (INR Crores)	
Start Date and Finish Date of the Services (Month / Year)	
Number of Days spent on the Project	
Brief Description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>	

Notes:

- 1) Use separate sheet for each Eligible Assignment.
- 2) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3) Exchange rate should be taken as per clause 3.1.4 of the RFP.

Appendix-I

Technical Bid Form – 15: Deployment of Key Personnel

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

Appendix-I**Technical Bid Form – 16: Affidavit**

(To be by uploaded as part of Technical Bid)

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the Bidder)**.

I, (Name and designation)** appointed as the attorney/authorized signatory of the Bidder (including its constituents), M/s.....(herein after called the Bidder) for the purpose of the Bidding documents for the work of.....as per the RFP No..... of (.....Railway), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents/Associates as under:

1. I/We the Bidder(s), am/are signing this document after carefully reading the contents.
2. I/We the Bidder(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the Bidding documents from the E-Procurement Portal www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion, or no alteration to the content of the Bidding document. In case of any discrepancy noticed at any stage i.e., evaluation of bids, execution of work or final payment of the contract, the master copy available with the Authority shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements, and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the bid by me/us are correct and I/We are fully responsible for the correctness of the information and documents submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the Bid Security besides banning of business for a period up to 5 (five) years. Further, I/We (insert name of the Bidder)**and all my/our constituents understand that my/our Bid shall be summarily rejected.
9. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/ and Performance Security besides any other action provided in the contract including banning of business for a period up to 5 (five) years on entire Indian Railways.

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

Place:

Dated:

****The contents in Italic are only for guidance purpose. Details as appropriate, are to be filled in suitably by the Bidder.**

Attestation before Magistrate/Notary Public.

This affidavit is to be given by each member of JV.

Appendix-I
Technical Bid Form – 17:

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

Appendix-I

Technical Bid Form -18: Scoring Sheet

Experience of the bidder:

S.No	Name of the Eligible Assignment	Name of the client	Is Client as per 3.1.3 (a): (Yes/No)	Completed / Substantially completed	Present Cost of the Eligible Assignment (Bidder's Share)	Payment Received (excl. PVC) (Bidder's Share)	Payment Received (incl. PVC) (Bidder's Share)	Factor for completion stage (1.0 / 0.8)	Factor for Rly / other than Rly Project (1.0/0.8)	Marks Calculated

Note:

- Technical score based on the criteria shall be filled up by the bidder which will be subjected to verification by authority.
- Client Certificate in support of the above is required (Refer 3.1.3(a))

Signature of the bidder

Appendix – I**Technical Bid Form – 19: Certificate on the suitability of Personnel other than Key Personnel**

It is certified that we will engage all personnel (other than Key Personnel) satisfying the educational qualifications and experience as mentioned in the Clause No. 7 of TOR or RFP document.

It is also certified that necessary documents regarding education qualification and experience of the personnel proposed to be deployed on this project will be submitted to the Authority and will deploy the personnel with the prior approval of Authority.

Signature of the bidder

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

S.No.	Designation of Key Personnel	Number (A)	Consultancy Period 36 Months		
			Number of Man- months (B)	Rates (Rs/Man- month) (C)	Amount (Rs) P=AXBXC
Key Personnel:					
1.	Chief Design Engineer/ Team Leader	1	36	3,00,000/-	1,08,00,000/-
2.	Sr/ Design Engineer – Bridges	2	36	2,50,000/-	1,80,00,000/-
3.	Sr. Design Engineer - Steel Structures	1	36	2,50,000/-	90,00,000/-
4.	Sr. Design Engineer -Buildings	1	36	2,50,000/-	90,00,000/-
Other Personnel					
5.	Design Engineer (Bridges – 3 Nos, Steel Structures – 1 No & Station Buildings – 1 No.)	5	36	1,50,000/-	2,70,00,000/-
6.	Drawing Assistant	5	36	99,600/-	1,79,28,800/-
Reimbursable costs ¹⁴ : Amount (Rs)					
7.	{Outstation travels for meetings etc.} ¹⁵				9,00,000/-
Total Estimated Cost of Detailed Design Consultancy Services including Manpower costs and Reimbursable costs					9,26,28,000/-
Financial Bid: At Par/Below Par/Above Par on Total Estimated Cost of DDC SERVICES (%)					

NOTE:

- The rates quoted by the firm shall be excluding of the GST.
- Bidder to quote one single unique % (percentage) at par, below par or above par against the given value.
- The financial evaluation shall be based on the above Financial Bid.
- The above quote includes all costs incurred by Detailed Design Consultant to provide Services to Authority.
- All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- Remuneration rates as indicated above shall be increased in accordance with provisions in Agreement. However, for evaluation of Financial Bid, the quoted initial rate shall be multiplied by the total time input envisaged for each position on this contract, i.e., without considering the increase in the remuneration rates.
- Outstation Travel Charges to be paid as per rates given below:
 - For visits to the office of Authority, any other place beyond 100 km of Authority HQ & outside the Railway division in which the project lies - train charges by AC-II tier Can be claimed.
 - For Team Leader/Sr. Design Engineer roles visits to any place which involves a train journey more than 14 hours - Air fare economy class for which approval of Authority is required.

¹⁴To be included only if the reimbursement of expenses component is also envisaged against the estimate of costs in the Bid. Tendering Authority to define the items in detail and include special conditions.

¹⁵The items and conditions for reimbursements for travel etc. shall be listed by the tender issuing Authority as per the Project requirements. This shall form part of the Note to the Financial Bid and the Bidder shall not be required to quote against such provision for reimbursement.

- c. Accommodation including daily allowance charges - Rs.6,000/- per day for Team Leader and Rs.4,000/- per day for other Personnel approved by the Authority representative for X category cities.
- d. Visits to the concerned offices of Dy Chief Engineer/C, & DRM of the division in which the project lies will not be considered as out station travel.
- e. Accommodation including daily allowance charges - Rs.3,000/- per day for Team Leader and Rs.2,000/- per day for other Personnel approved by the Authority representative for visit to other places other than X category cities.
- f. In case of change of HQ beyond 50 km distance with approval of authority, composite transfer grant equal to 50% of the monthly remuneration is admissible.

Appendix-III: List of Project Specific Clauses¹⁶

A. Clauses and appendices with serially numbered footnotes:

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

B. Clauses and Appendices with square parenthesis

S. No.	Clause No.	Clause
1	1.1.1	Introduction
2	1.2.4	Introduction
3	1.2.6	Introduction
4	2.1.1	Instructions to the Bidder(s) (ITB)
5	2.1.2 (i)	Instructions to the Bidder(s) (ITB)
6	2.17.1	Instructions to the Bidder(s) (ITB)
7	3.1.2 (A)	Criteria for Eligibility and Evaluation
8	3.1.2 (C)	Criteria for Eligibility and Evaluation
9	3.1.3	Criteria for Eligibility and Evaluation
10	3.2.2 (7)	Criteria for Eligibility and Evaluation
11	3.8.1	Criteria for Eligibility and Evaluation

¹⁶Appendix-III contains a list of clauses and appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting project-specific provisions. This Appendix-III should be omitted before issuing the RFP document to prospective Bidders.

S. No.	Clause No.	Clause
12	4.1	Miscellaneous
13	Detailed Design Consultancy Service Agreement Clause (1, 2, 5, 1.1, 2.1, 3.12, 4.1, 4.7.1 (i), 10.3, 10.5, 13.1.1)	Schedule 1: Form of Agreement
14	1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 3(i)(A), 3(iii)a, 4.1(c), 4.2, 4.4, 5(d)(i), 6.1	Annexure-1: Terms of Reference
15	Annexure-4	Bank Guarantee for Performance Security
16	Annexure-5	Bank Guarantee for Bid Security
17	1, 16	Appendix I, Technical Bid Form – 1: Letter Comprising the Bid
18	1.1, 1.2	Appendix I, Technical Bid Form – 2: Particulars of the Bidder
19		Appendix I, Technical Bid Form – 3: Statement of Legal Capacity
20		Appendix I, Technical Bid Form – 4: Power of Attorney for Signing of the Bid
21		Appendix I, Technical Bid Form – 5: Power of Attorney
22	1, 2, 4(b)	Appendix I, Technical Bid Form – 6: Joint Bidding Agreement
23	1, 2, 3(i), 3(ii)(f), 4, 4(H)	Appendix I, Technical Bid Form – 9: Proposed Methodology and Work Plan
24	1, 2, 3, 6, 9, 10, 11, 12, 13, 14(vii)	Appendix I, Technical Bid Form – 12: Curriculum Vitae (CV) for Proposed Key Personnel
25	3	Appendix I, Technical Bid Form – 16: Affidavit
26		Appendix II, Technical Bid Form – 1: Financial Bid