

# Indian Railway Stations Development Corporation Limited

RFP No. IRSDC/CT-16/2016

REQUEST FOR PROPOSAL (RFP)

FOR APPOINTMENT OF

**CONSULTANT**

FOR

PROVIDING STRATEGIC ADVISORY SERVICES FOR REDEVELOPMENT  
OF RAILWAY STATIONS ON THE INDIAN RAILWAY NETWORK

**June 2016**

**Office of the Chief Executive Officer**

Indian Railway Stations Development Corporation Limited  
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## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of IRSDC or any of their employees or advisers, is provided to Applicants 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 and is neither an offer nor invitation by IRSDC to the prospective Applicants 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 IRSDC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the IRSDC, 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 Applicant 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 Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IRSDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

IRSDC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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.

IRSDC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

IRSDC 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 IRSDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and IRSDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

S. No.	Contents	Page No.
	Disclaimer	ii-iii
1	Introduction	1-4
2	Instructions to Applicants	
	A. General	5-13
	B. Documents	13-15
	C. Preparation and Submission of Proposal	15-22
	D. Evaluation Process	23-24
	E. Appointment of Consultant	24-27
3	Criteria for Evaluation	28-31
4	Fraud and corrupt practices	32-33
5	Pre-Proposal Conference	34
6	Miscellaneous	34-35
7	Schedules	36
8	Terms of Reference	37-45
9	Form of Agreement  Annex-1: Terms of Reference  Annex-2: Deployment of Personnel  Annex-3: Estimate of Personnel Costs  Annex-4: Approved Sub-Consultant(s)  Annex-5: Cost of Services  Annex-6: Payment Schedule  Annex-7: Bank Guarantee for Performance Security	47-82

10	Appendix-I: technical Proposal	
	Form 1: Letter of Proposal	83-86
	Form 2: Particulars of Applicant/Consortium Members	87-89
	Form 3: Statement of Legal Capacity	90
	Form 4: Power of Attorney	91-92
	Form 5: Financial Capacity of Applicant	93
	Form 6: Particulars of key Personnel	94
	Form 7: Proposed Methodology and Work Plan	95
	Form 8 : Experience of Applicant	96-97
	Form 9 : Experience of Key Personnel	98
	Form 10: Eligible Assignments of Applicants	99
	Form 11: Eligible Assignments of Key Personnel	100
	Form 12: CV of Professional Personnel	101
	Form 13: Deployment of Personnel	102
	Form 14: Proposal for Sub-Consultant(s)	103
	Form 15: Revenue Capacity	104
	Form 16: Client Reference	105
11	Appendix-II Financial Proposal	
	Form 1 : Covering Letter	106
	Form 2 : Financial Proposal	107-109
	Form 3 : Estimate of Personnel Costs	110-111
	Form 4 : Rate for Additional Items	112
12	Form 1 : Self Evaluation Sheet	113-118
	Form 2 : Compliance statement	119-120
13	Guidance Note on Conflict of Interest	121-122

# 1 INTRODUCTION

## 1.1 Background

- 1.1.1 Indian Railways have more than 8000 stations which are classified into seven categories based on annual earnings from passengers' traffic. Of these, more than 400 stations are A1 and A category stations where passenger volume is comparatively higher, which are generally located in metros, major cities, pilgrimage centers and important tourist destinations. List of "A-1" and "A" category stations are available on the website of Railways ([www.indianrailways.gov.in](http://www.indianrailways.gov.in)) under the heading "STATION REDEVELOPMENT".
- 1.1.2 It has been Railways' endeavor to redevelop the stations to better standards and passenger facilitation by leveraging real estate development of land and air space in and around the stations. A redeveloped station is envisaged as an iconic structure with its architecture reflecting the culture and character of the city where it is located.
- 1.1.3 Ministry of Railways (MOR) has decided to redevelop such railway stations (hereinafter referred to individually as the "Project" and collectively as "Projects"). As announced in Rail Budget 2015-2016, the stations are to be opened for redevelopment on as is where is basis by invitation of open bids from interested parties with their design & business ideas duly providing for amenities for passengers and other requirements of Railways as per the guidelines, procedure and process of implementation of Redevelopment of Stations uploaded on the website of Railways ([www.indianrailways.gov.in](http://www.indianrailways.gov.in)) under the heading "STATION REDEVELOPMENT".
- 1.1.4 In addition, a dedicated organization viz., Indian Railway Stations Development Corporation Limited (IRSDC) set up in 2012, for this purpose has been entrusted with development/ redevelopment of seven stations namely Anand Vihar – New Delhi, Bijwasan-New Delhi, Chandigarh, Habibganj-Bhopal, Shivaji Nagar – Pune, Surat - Gujarat and Mohali - Punjab. IRSDC is established under the Company's Act, 1956 with equity participation of Ircon International Limited (IRCON) and Rail Land Development Authority (RLDA). In addition, RLDA has also been entrusted with development of one station namely Gandhinagar- Gujarat. **IRCON** is a Public Sector Undertaking under Ministry of Railways with vast national and international experience of infrastructure projects as well as development of commercial, institutional, industrial and residential properties and whereas RLDA has the statutory mandate for commercial development of the identified surplus railway land and airspace at stations assigned to it by MOR across all zonal railways. Further details about IRSDC are uploaded on the website of IRSDC i.e [www.irsdc.com](http://www.irsdc.com).

- 1.1.5 Since simultaneous development / redevelopment of above around 400 stations, being the largest transit oriented development programme as well as the largest PPP programme, is a complex and multidimensional programme involving various stakeholders, it is desired by MOR that a strategic Adviser is to be appointed by IRSDC for advising MOR on various strategies primarily for prioritization and making out a phasing plan based on the study of various station sites and broad level feasibility studies thereof, identifying levers for maximization of revenue from station redevelopment projects, identification of potential investors and developers, planning and organizing road shows and developing marketing strategy, etc. so as to make this programme/Projects a success. MOR has assigned the responsibility of engaging the strategic adviser and accordingly advising MOR on this large programme implementation to IRSDC. In pursuance of the meeting the “Objective” as per Schedule-1, Terms of Reference, of the project, IRSDC (hereinafter referred to as “the Authority”) seeks the services of a qualified consulting firm for providing strategic Advisory Service for redevelopment of such Railway Stations (excluding the stations assigned to IRSDC/RLDA), on the Indian Railway network.

## **1.2 Request for Proposal**

- 1.2.1 The Authority invites Proposals (the “Proposal”) for selection of Consultancy Firm (the “Consultant”) for providing Strategic Advisory Service for Redevelopment of Railway Stations on the Indian Railways Network (the “Project”).
- 1.2.2 The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

## **1.3 Due diligence by Applicants**

- 1.3.1 Applicants are encouraged to inform themselves fully about the station and the local conditions before submitting the Proposal by paying a visit to the Project Site, sending written queries to IRSDC, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

## **1.4 Cost of RFP Document**

Cost of RFP Document is Rs. 10,000.00 (Rupees ten Thousand only).

## **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

## 1.6 Brief description of the Selection Process

1.6.1 The Authority has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted on line. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in clause 3.1. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant shall be selected for negotiation as specified in clause 2.21.1 (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

## 1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, [Rs 60] per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted into USD as on **31.05.2016** and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in India in accordance with the provisions of this RFP.

## 1.8 Schedule of Selection Process

1.8.1 IRSDC would endeavor to adhere to the following schedule:

	<b>Event Description</b>	<b>Estimated Date</b>
1)	Last date for receiving queries/clarifications	07.07.2016
2)	Pre-Proposal Conference	11.07.2016
3)	IRSDC response to queries	14.07.2016
4)	Last date for sale of RFP document	25.07.2016
5)	Proposal Due Date or PDD	<b>Upto 11:00 hours of 25.07.2016</b>
6)	Opening of Technical Proposals	<b>11:30 hours of 25.07.2016</b>
7)	Presentation on Technical Proposal	To be declared, preferably within a week of PDD
8)	Opening of Financial Proposal	To be declared
9)	Letter of Award (LOA)	To be declared
10)	Signing of Agreement	To be declared



## 1.9 Pre-Proposal Conference

1.9.1 The date, time and venue of Pre-Proposal Conference shall be:

Date: 11.07.2016

Time : 1100 hrs.

Venue: Indian Railway Stations Development Corporation Ltd.,  
4<sup>th</sup>Foor, Palika Bhawan, R.K.Puram, New Delhi-110066

## 1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer-  
Indian Railway Stations Development Corporation Ltd.,  
4<sup>th</sup>Foor, Palika Bhawan, R.K.Puram, New Delhi-110066

Phone: +91-11-24672723, Fax: +91-11-24672720

Email: info@irsdco.in

1.10.2 The information related to the RFP can be found on the website of the IRSDC as mentioned below:

<http://www.irsdco.com>

1.10.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP Notice: IRSDC/CT-16/2016**

**Name of the Assignment:** PROVIDING STRATEGIC ADVISORY SERVICES FOR REDEVELOPMENT OF AROUND 400 RAILWAY STATIONS ON THE INDIAN RAILWAY NETWORK.

### 1.10.4 Corrigendum/Addendum/Clarifications

Any corrigendum/ addendum/ clarifications/ reply to queries issued by IRSDC for the RFP shall be published only on the website of IRSDC as mentioned below, no separate information shall be communicated to individual Applicants:

<http://www.tenderwizard.com/IRSDC>

## 2 INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by IRSDC through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that IRSDC’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this ITP of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with IRSDC in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
<b>Strategic Planning Expert and Team Leader (the “Lead Member”) (The Team Leader should be at least Partner in the Consultancy Firm)</b>	<p>He will lead, co-ordinate and supervise the multi-disciplinary team for preparation of the Strategic plan, Business Plan, Prioritization, Phasing, Implementation Plan, Contracting Strategy, structuring of the Projects, Financial feasibility &amp; Model, O&amp;M Plan, Marketing Strategy, Road Shows in India and Abroad.</p> <p><b>He shall devote at least 10-15 working days in a month for 8 months on this assignment.</b></p>
<b>Transaction Expert</b>	<p>He will be responsible for preparation of strategy on the various transaction modes practically possible, discuss on the constraints and suggest remedial measures with its pros and cons and time frame etc.</p>

	<p>Project Information Memorandum, identification of potential Applicants including marketing the Projects and arranging road shows etc.</p> <p><b>He shall devote at least 60 working days during the period of assignment.</b></p>
<b>Real Estate Expert</b>	<p>Independently evaluating the commercial potential in different sites, domain knowledge of real estate sector in India, development reviewing contractual agreements and other related documents / agreements, marketing of project</p> <p><b>He shall devote at least 60 working days during the period of assignment.</b></p>
<b>Railway Stations/ Railway Operations Expert</b>	<p>He will bring best practices in development / redevelopment / commercialization of railway stations or operations. He should have extensive exposure in Railway projects.</p> <p><b>He shall devote at least 60 working days during the period of assignment.</b></p>
<b>Marketing Expert</b>	<p>He will be responsible for liaison with the various stakeholders; investors, developers, funding agencies etc. reach out to various partners and strategizing the marketing and advertisement strategy.</p> <p><b>He shall devote at least 90 working days during the period of assignment.</b></p>

#### 2.1.5 Consultancy Team:

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking the assignment. The Consultancy Team shall consist of experts who have the requisite experience. However, for day to day coordination and management of the Consultancy Teams work, the Consultant shall appoint a Project Manager (the "Project Manager") who will be a senior Professional Personnel from the Lead Member Firm with a minimum of 8 years of professional experience subject to satisfaction of IRSDC. The Project manager shall be assisted by suitable [REDACTED] support personnel and shall be deployed full time for the Project in New Delhi during the first 26 weeks of the Assignment or till the submission of the Final reports (KD-6) whichever is later and shall attend the office of MoR /IRSDC as and when required.

**NOTE:**

Applicants have to submit the Particulars of “Project Manager” and “Support Personnel” in the Form- 6, CV in the format (Form-12) and Details of their deployment schedule (Form 13) along with the details for “Key Personnel” in their Technical proposal. However, CV’s of “Project Manager” will not be considered for the purpose of evaluation and score. Replacement of “Project Manager” with equally competent person shall be permitted at the sole discretion of IRSDC.

Estimate of “Project Manager” and “Support Personnel” Costs be included in the Form-3 of Appendix-II along with Key Personnel in the Financial Proposal.

**2.2 Conditions of Eligibility of Applicants**

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. The Applicants as defined in clause 2.1.1 of Instructions to applicants, shall be required to fulfill the eligibility conditions of Clause 2.2.2(A)- Technical Capacity, Clause 2.2.2 (B)- Financial Capacity, Clause 2.2.2 (C)- Availability of Key Personnel & Clause 2.2.2 (D)- conditions of Eligibility of Key Personnel.

However, in case of Consortium, eligibility conditions of clause 2.2.2(D) may be fulfilled by members other than Lead Member.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

- (A) **Technical Capacity:** The Applicant shall have, over the past 10(Ten) years preceding the PDD, undertaken a minimum of 5 (Five) Eligible Assignments as specified in Clause 3.1.4
- (B) **Financial Capacity:** The Applicant shall have received an income of INR 100 Cr. (One Hundred) or US \$ 40 (Forty) million per annum in India from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory and consultancy services to its clients.
- (C) **Availability of Key Personnel:** The Applicant should have had the “Team Leader”, and “Project Manager” on its roll for more than 12 months as on the PDD. The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause D below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key personnel	Length of Professional Experience	Experience on Eligible Assignment
Strategic Planning Expert and Team Leader (the “Lead Member”) (The Team Leader should be Partner in the Consultancy Firm)	15 Yrs.	Team leader should have adequate experience of working with PSUs / Central & State Government(s) and experience of infrastructure / Railway Projects. He should have led for at least <b>5 (five) Eligible Assignments</b> which includes development of Urban Railway / Metro Rail necessarily including stations, airport, multi-model transit hub (such as bus terminus), transit oriented development projects, Highway projects including transit oriented Development and Urban transportation and for one (1) eligible assignment out of the five above, the consultancy payment received should be INR 5 Cr for projects in India or USD 2 million for projects outside India.

<b>Transaction Expert</b>	10 Yrs.	He/She should have transaction advisory experience of PPP Projects of commercial monetization of government / private land portfolios and transport related project and private land transaction. He/She should have experience of managing bidding process, and resolving issues in contract award and successful contract award and should hold at least <b>5 (five) eligible assignments.</b>
Real Estate Expert	15 Yrs.	He should have experience of independently evaluating the commercial potential in different sites, domain knowledge of real estate sector in India, development reviewing contractual agreements & other related documents/agreements and marketing of project.  He / She should've completed <b>at least 5 (five) eligible assignments</b>
<b>Railway Stations/ Railway Operations Expert</b>	15 Yrs.	He should have global experience in development / redevelopment / commercialization of railway stations or operations for <b>at least 3 (Three) Eligible Assignments.</b>
<b>Marketing Expert</b>	10 Yrs	He should have experience of liaising with the various stakeholders; investors, developers, funding agencies etc. and experience of marketing and advertisement strategy for <b>at least 5 (Five) Eligible Assignments.</b>

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>§</sup> 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 Proposal. In the event that the Applicant 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 Applicant or independent Chartered Accountant.

<sup>§</sup>No separate annual financial statements should be submitted to support the certificate.

- 2.2.4 The Applicant should submit a Power of Attorney as per the format at **Form-4 of Appendix-I**; provided, however, that such Power of Attorney would not be required if the Application is signed by an Authorised Signatory of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. A copy of company/ board resolution giving signing authority to the Authorised Signatory should be submitted in such case.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.

### **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the IRSDC shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to IRSDC for, *inter alia*, the time, cost and effort of IRSDC including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to IRSDC hereunder or otherwise.
- 2.3.2 IRSDC requires that the Consultant provides professional, objective, and impartial advice and at all times hold IRSDC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IRSDC. **However, the said obligation shall not apply to services that are of statutory audit nature. Also refer Guidance Note on "Conflict of Interest" attached in this RFP document.**

2.3.3 Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) a firm which has been engaged by IRSDC to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (g) the Applicant, its Member or Associate (or any constituent thereof), and the Applicant or Developer, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant or Developer, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Developer or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (g), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for IRSDC in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for IRSDC in accordance with the rules of IRSDC. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

- 2.4.1 No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.



## **2.5 Proposal and other costs**

2.5.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to IRSDC, Project Site etc. IRSDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Project inspection, Site visit and verification of information**

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

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from IRSDC;
- (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 IRSDC or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 IRSDC shall not be liable for any omission, mistake or error on the part of the Applicant 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 IRSDC.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, IRSDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- a. Without prejudice to the generality of Clause 2.8.1, IRSDC reserves the right to reject any Proposal if at any time, a material misrepresentation is made or discovered, or

- b. the Applicant does not provide, within the time specified by IRSDC, the supplemental information sought by IRSDC for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then IRSDC reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of IRSDC, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

#### Schedules

1. Terms of Reference
2. Form of Agreement
  - Annex-1: Terms of Reference
  - Annex-2: Deployment of Personnel
  - Annex-3: Estimate of Personnel Costs
  - Annex-4: Approved Sub-Consultant(s)
  - Annex-5: Cost of Services
  - Annex-6: Payment Schedule
  - Annex-7: Bank Guarantee for Performance Security Appendices

#### Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney

Form 5: Financial Capacity of Applicant  
Form 6: Particulars of Key Personnel  
Form 7: Proposed Methodology and Work Plan  
Form 8: Abstract of Eligible Assignments of Applicant  
Form 9: Abstract of Eligible Assignments of Key Personnel  
Form 10: Eligible Assignments of Applicant  
Form 11: Eligible Assignments of Key Personnel  
Form 12: CV of Key Personnel  
Form 13: Deployment of Personnel  
Form 14: Proposal for Sub-Consultant(s)  
Form 15: Revenue Details.  
Form 16: Client Reference.

Appendix–II: Financial Proposal  
Form 1: Covering Letter  
Form 2: Financial Proposal  
Form 3: Estimate of Personnel Costs  
Form 4 : Rate for additional items  
Form 5 : Self Evaluation Sheet  
Form 6 : Compliance Statement

### 3. Guidance Note on Conflict of Interest

#### 2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to IRSDC in writing or through email on [info@irsdco.in](mailto:info@irsdco.in) before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP No IRSDC/CT-16/2016 IRSDC shall endeavor to respond to the queries within the period specified therein but not later than 10 (days) days prior to the Proposal Due Date. IRSDC will post the reply to all such queries on the Official Website of IRSDC only without identifying the source of queries.

2.10.2 IRSDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging IRSDC to respond to any question or to provide any clarification.

#### 2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, IRSDC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Corrigendum / Addendum/ Amendment and posting it on the Official Website of IRSDC only.

2.11.2 The amendments will also be posted on the Official Website of IRSDC along with the revised RFP containing the amendments and will be binding on all Applicants. Applicants are therefore advised to regularly check the website of IRSDC.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IRSDC may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

2.12.1 The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English by certified translator and duly stamped by the embassy of the country, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their documents legalized by Indian embassy if it carries a conforming Appostille certificate.

### **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFP. IRSDC would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Proposal must be properly digitally signed by the authorised representative (the “Authorised Representative”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorised representative of the Lead Member, in case of consortium.

**A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal. POA in this regard shall be signed by legally authorized signatories of all the Firms/Members. Statement of legal capacity as per Appendix-I, Form- 3 shall be signed by the authorized signatories of all the forms of consortium/Joint Venture.**

2.13.3 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IRSDC, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 1.8 Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, IRSDC reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.20.

## **2.14 Technical Proposal**

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (i) The Bid Security is provided;
- (ii) All forms are submitted in the prescribed formats and *all the pages of the RFP, Corrigendums, Addendums and Reply to Queries, submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original Power of Attorney).***
- (iii) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (iv) CVs of all Professional Personnel have been included;
- (v) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (vi) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (vii) The CVs have been recently signed and dated in blue ink by the respective Personnel/ signed fax copy/ electronically signed and countersigned by the authorized representative of the Applicant. Photocopy or unsigned / not countersigned CVs shall be rejected;
- (viii) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (ix) Professional Personnel proposed have good working knowledge of English language;
- (x) Key Personnel would be available for the period indicated in the TOR;

- (xi) **No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal;** and
  - (xii) The proposal is responsive in terms of Clause 2.18.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of IRSDC for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-14 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 IRSDC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by IRSDC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IRSDC thereunder.
- 2.14.9 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 Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IRSDC without IRSDC

being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, IRSDC shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to IRSDC for, *inter alia*, time, cost and effort of IRSDC, without prejudice to any other right or remedy that may be available to IRSDC.

## **2.15 Financial Proposal**

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item [F] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. The total cost of the Consultancy mentioned in the Financial Proposal shall be considered as the sum of cost of the Consultancy for all the 400 (four hundred) stations specified in Item [F] of Form-2 of Appendix-II for the purpose of evaluation of bid.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal 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 Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.
- (iv) Payment shall be made in INR in India only.**
- (v) There is no provision of Mobilization advance in this contract.**

## 2.16 Submission of Proposal

### 2.16.1 Accessing/ Purchasing of Bid Documents

- a- The complete RFP Document can be viewed / downloaded from the e-Procurement portal i.e. <https://www.tenderwizard.com/IRSDC>, free of cost or link on Tender section of IRSDC website i.e. [www.irsdc.com](http://www.irsdc.com).
- b- A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of IRSDC.
- c- It is mandatory for all the Applicants to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Applicant can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-Procurement of IRSDC.
- d- It is mandatory for the Applicant to get their firm/company registered with e-procurement portal of IRSDC, i.e. <https://www.tenderwizard.com/IRSDC> to have user ID & password by submitting a non-refundable annual registration charge of Rs. 2,500/- (exclusive of taxes, levies, etc.) which can be paid online through Debit/ Credit Card in favour of "M/s ITI Limited", payable at New Delhi using the payment gateway of Punjab National Bank. The registration so obtained by the prospective Applicant shall be valid for one year from the date of its issue and shall be subsequently renewed.
- e- RFP documents will be available online on website <https://www.tenderwizard.com/IRSDC> from [REDACTED] (11.00 Hrs) which can be downloaded free of cost till the last date and time of submission of tender. However, to participate in the online bidding process, Applicants are required to pay a non-refundable fee of Rs. 10,000/- (Rs Ten thousand only) towards the cost of one set of tender document through NEFT or RTGS only in IRSDC's bank account no.: 040802000002256, RTGS/IFSC code: IOBA0000408 at Indian Overseas Bank, R. K. Puram Branch, New Delhi in favour of "IRSDC" payable at New Delhi/Project HQ.
- f- In addition to this, Applicant shall submit a non-refundable fee of Rs.5,725/- (Rupees Five Thousand seven Hundred twenty five only) inclusive of all taxes towards e- bid processing fee paid online through Debit/ Credit Card in favour of "M/s ITI Limited" using the payment gateway.
- g- Validity of Applicant's Registration on the e-Procurement portal of IRSDC Applicant may note the following:
  - (i) It shall be the sole responsibility of the Applicant(s) to keep the Registration valid up to the original/extended date of submission of bid.
  - (ii) Bids can be submitted only during the validity of their registration.
- h- IRSDC may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website <https://www.tenderwizard.com/IRSDC> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered Applicant to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in



accordance with all the corrigendums/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.

- i- The tender documents shall be submitted online on or before 11.00 Hrs on [REDACTED] in the prescribed format given on the websites and technical bids received online shall be opened at 11.30 Hrs on [REDACTED]. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid". Bill of Quantities with rates duly filled in are to be submitted in the format provided online in the name of "Financial Bid". Representative of the Applicant, who chooses to attend, may attend the online opening of the technical bids [REDACTED] at 11.30 Hrs. In the office of CEO/IRSDC at New Delhi. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the Applicant on his letter head.
- j- Applicant cannot submit the tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of IRSDC ("Standard Time") shall be final and binding on the Applicant. e-Bids are required to be submitted by Applicant, only as per the Indian Standard Time (IST) and not the time as per their location/country.

**k- MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:**

- (i) In the event of modification/substitution/withdrawal of the Application, the Applicant may modify, substitute or withdraw the documents of its Application after submission prior to the Application due date.
- (ii) For withdrawal of the documents of the Application, the Applicant will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However, it may be noted that once the bid has been withdrawn, applicant cannot participate again in the e-tender. The Applicant may modify or substitute the documents of the Application after submission, provided that the Applicant detach the old documents submitted in the electronic form from the Tender Wizard and upload the modified or substituted documents.

NOTE: Do not withdraw your bid in case of any modification/substitution of application. Withdrawal will not allow further participation/modification/ substitution of applications.

- l- The Applicants are advised to submit their e-bids well before the e-bid due date. IRSDC shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- m- The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the Applicant & submitted "on-line" only. The authorised signatory of the Applicant must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG). Applicant can upload a single file of size 5 MB only but they can upload multiple files.

- n- Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
- o- Any tender received without Earnest Money shall not be considered and shall be summarily rejected.
- p- IRSDC reserves the right to cancel the qualification/ bidding process before submission/opening of Applications, postpone the Application submission/opening date and to accept/reject any or all Applications without assigning any reasons thereof. IRSDC’s assessment of suitability as per eligibility criteria shall be final and binding.
- j- The Applicant may note that they are liable to be disqualified at any time during qualification process in case any of the information furnished by them is not found to be true. The decision of IRSDC in this regard shall be final and binding.

## 2.17 Bid Security

**2.17.1** The Applicant shall furnish as part of its Proposal, a bid security of INR 2,00,000 (two lac) through NEFT or RTGS only in IRSDC’s Bank Account number : 04080200002256, RTGSD/IFSC code: IOBA0000408 at Indian Overseas Bank, R. K. Puram Branch, New Delhi in favour of “Indian Railway Stations Development Corporation Limited” payable at New Delhi (the “Bid Security”), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.21.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.27, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. **The Selected Applicant’s Bid Security shall be returned within 15 days, upon the Applicant signing the Agreement.**

**It is mandatory for Applicant to provide their Banker’s details (Name of Bank and Branch), along with their own bank details (Account No., Name of account holder, NEFT/RTGS details).**

2.17.2 Any Bid not accompanied by the Bid Security shall be rejected by IRSDC as non-responsive.

2.17.3 IRSDC shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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

- (a) If an Applicant submits a non-responsive Proposal;

- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.21.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.9 and 2.3 of the agreement respectively.
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.18 Evaluation of Proposals**

- 2.18.1 IRSDC shall open the Proposals at 1130 hours on the Proposal Due Date, at the place specified in Clause 1.10.1 and in the presence of the Applicants who choose to attend. The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be kept unopened for opening at a later date.
- 2.18.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.18.3 Prior to evaluation of Proposals, IRSDC will determine whether each Proposal is responsive to the requirements of the RFP. IRSDC may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
  - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
  - (c) it is accompanied by the Bid Security as specified in Clause 2.17.1
  - (d) it is digitally signed, as stipulated in Clauses 2.13 and 2.16;
  - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4.
  - (f) it contains all the information (complete in all respects) as requested in the RFP;
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
- 2.18.4 IRSDC reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IRSDC in respect of such Proposals.
- 2.18.5 IRSDC shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.18.6 After the technical evaluation, IRSDC shall prepare a list of prequalified and shortlisted Applicants in terms of Clause 3.1.5 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. IRSDC will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 and 3.3.

2.18.7 Applicants are advised that Selection shall be entirely at the discretion of IRSDC. Applicants shall be deemed to have understood and agreed that IRSDC shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.18.8 Any information contained in the Proposal shall not in any way be construed as binding on IRSDC, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.19 Confidentiality**

2.19.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising IRSDC in relation to matters arising out of, or concerning the Selection Process. IRSDC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. IRSDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or IRSDC or as may be required by law or in connection with any legal process.

## **2.20 Clarifications**

2.20.1 To facilitate evaluation of Proposals, IRSDC may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by IRSDC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, IRSDC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of IRSDC.

## **E. APPOINTMENT OF CONSULTANT**

### **2.21 Negotiations**

2.21.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better

candidate to the satisfaction of IRSDC. In case the Selected Applicant fails to reconfirm its commitment, IRSDC reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

**Notwithstanding anything mentioned here above, IRSDC shall have the right to include reduction to the price of the Proposal in the negotiations, if same is deemed warranted and necessary.**

2.21.2 IRSDC will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of IRSDC.

2.21.3 IRSDC will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of IRSDC.

## **2.22 Substitution of Key Personnel**

2.22.1 IRSDC will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of IRSDC.

2.22.2 IRSDC expects all the Key Personnel to be available during implementation of the Project. IRSDC will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of IRSDC. As a condition to such substitution, a sum equal to **10% (Ten percent)** of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be **20% (Twenty percent)** of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

**2.22.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.**

## **2.23 Indemnity**

2.23.1 The Consultant shall, subject to the provisions of the Agreement, indemnify IRSDC for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.24 Award of Consultancy**

2.24.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by IRSDC to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, IRSDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by IRSDC on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

## **2.25 Performance Security**

2.25.1 The successful Consultant shall submit a Performance Security to IRSDC for a sum equivalent to **5% of the Cost of the Consultancy (as considered for the purpose of evaluation)**). The Performance Security shall be submitted within 15 days of issue of Letter of Acceptance.

2.25.2 The Performance security shall be in the form of an irrevocable Bank Guarantee (*as per Annexure-7*) / Demand Draft / Bankers” Cheque or Pay Order in favour of “Indian Railway Stations Development Corporation Limited”, drawn on any nationalized or scheduled commercial bank and payable at New Delhi. The said Performance Security will be kept valid for three months over and above the Scheduled period of completion of work.

2.25.3 The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

2.25.4 The Performance Security shall be released two months after the payment of final bill.

### **Execution of Agreement**

2.25.5 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.26 Consultant’s Office**

2.26.1 Consultant must have an office in New Delhi/Delhi-NCR for close co-ordination.

## **2.27 Commencement of assignment**

2.27.1 The Consultant shall commence the Services at the Project Site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 0 or commence the assignment as specified herein, IRSDC may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited

and appropriated in accordance with the provisions of Clause 2.17.4.

## **2.28 Proprietary data**

2.28.1 Subject to the provisions of Clause 2.19, all documents and other information provided by IRSDC or submitted by an Applicant to IRSDC shall remain or become the property of IRSDC/ MOR. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. IRSDC will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to IRSDC in relation to the Consultancy shall be the property of IRSDC/ MOR.



### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).
- 3.1.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of IRSDC, would score 70% or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria																
1	Financial capability of the Applicant	15	<p>(i) Average Revenue of consulting firm in <b>India</b> in the past 3 years (only management consulting division revenues excluding revenues from IT, audit, taxation and other non-consulting division).</p> <table border="1"> <thead> <tr> <th>Avg. Revenue (Rs. Crore)</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>100-200</td> <td>2</td> </tr> <tr> <td>&gt;200 -400</td> <td>6</td> </tr> <tr> <td>&gt;400</td> <td>10</td> </tr> </tbody> </table> <p>(ii) Average Revenue of consulting firm <b>globally</b> in the past 3 years (only management consulting division revenues, excluding revenues from IT, audit, taxation and other non-consulting division)</p> <table border="1"> <thead> <tr> <th>Avg. Revenue (Billion \$)</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>1-2</td> <td>1</td> </tr> <tr> <td>&gt;2 -3</td> <td>3</td> </tr> <tr> <td>&gt;3</td> <td>5</td> </tr> </tbody> </table>	Avg. Revenue (Rs. Crore)	Marks Allotted	100-200	2	>200 -400	6	>400	10	Avg. Revenue (Billion \$)	Marks Allotted	1-2	1	>2 -3	3	>3	5
Avg. Revenue (Rs. Crore)	Marks Allotted																		
100-200	2																		
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Avg. Revenue (Billion \$)	Marks Allotted																		
1-2	1																		
>2 -3	3																		
>3	5																		

2	Experience of the consultant	20	<p>(i) Number of eligible assignments undertaken by the Applicant firm. The assignments are as mentioned at Cl. 3.1.4</p> <table border="1"> <thead> <tr> <th>No. of Assignments as per para (i) above</th> <th>Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>5-10</td> <td>6</td> </tr> <tr> <td>&gt;10 -15</td> <td>9</td> </tr> <tr> <td>&gt;15 -20</td> <td>12</td> </tr> <tr> <td>&gt;20</td> <td>15</td> </tr> </tbody> </table> <p>(ii) Multiple Country experience for Eligible Assignments – 2.5 marks (Refer form 8)</p> <p>(iii) Number of References from Client for high quality work and impact of outcomes from eligible assignment. This should be provided by the level of issued by the level of CEO or equivalent – 2.5 marks. (Refer Form 16)</p>	No. of Assignments as per para (i) above	Marks Allotted	5-10	6	>10 -15	9	>15 -20	12	>20	15
No. of Assignments as per para (i) above	Marks Allotted												
5-10	6												
>10 -15	9												
>15 -20	12												
>20	15												
3	Submission and Presentation on Methodology, Work Plan, Experience of	25	<p>The consultant should demonstrate its understanding of the assignment through a detailed approach and methodology with respect to the ToR. The consultant should also highlight the international best practices which will be used and the same should be highlighted in the bid proposal.</p> <p>Due weightage will be given to the presentation to be made by the Applicant.</p>										
4	Relevant Experience of the Key Personnel	40	<p>(i) 75% of maximum marks allotted for number of the Eligible Assignments</p> <p>(ii) 25% of maximum marks allotted on quality of interaction.</p>										
4(a)	Strategic Planning Expert and Team Leader		15										
4(b)	Transaction expert		7.5										
4(c)	Real Estate Expert		7.5										
4(d)	Railway Stations/Railway Operations Expert		5										
4(e)	Marketing Expert		5										
	<b>Grand Total</b>		<b>100</b>										

While awarding marks for the Average Revenue, number of Eligible Assignments, Slab method of marking is adopted. Whereas for Multiple country experience, References from the client & Relevant experience of Key Personnel, the Applicant that has undertaken the highest number of multiple country experience, References from the client & relevant experience of Key Personnel shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

**While awarding marks for Work executed in Multiple Countries in the case of Applicant,** objective is to give weightage for having experience of working in number of countries outside India (for varied experience). For the avoidance of doubt and by way of illustration, if the applicant has executed five projects in one country say USA i.e. Foreign Country viz., outside India, then for the purpose of awarding the marks it

shall be considered as experience of working in 1 (one) foreign country. However, experience **for Work executed in Multiple Countries in the case of Applicant** over 10 countries will be ignored and for the purpose of evaluation shall be considered as 10 only. Illustration: if the Applicant has experience of working in 11 or more countries then for the purpose of evaluation shall be considered as 10 only, no benefit for working in multiple countries more than 10 countries.

Only best 5 (five) References issued by the level of CEO or equivalent for completed eligible assignments shall be considered for evaluation. Evaluation will be based on the quality of these respective 5 (five) references. As such only five references should be submitted with the proposal.

**No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments as per clause 2.2.2 (D) and only projects exceeding the eligibility criteria shall qualify for scoring.** For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is 5 (Five), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis.

Illustration based on assumptions:

Name of Applicant/ Key Personnel	A	B	C	D
No. of eligible assignment	14	8	5	12
(-) Minimum no of eligible assignment	5	5	5	5
Balance assignment	9	3	0	7
Proportionate Score assuming maximum marks is 30	30	$30/9*3=10$	No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments	$30/9*7=23.33$

### 3.1.4 Eligible Assignments

The term “assignment” wherever appearing in this RFP shall mean Eligible Assignment as defined in clause 3.1.4”

For the purpose of satisfying the conditions for eligibility and for evaluating the proposals under RFP, Consultancy assignments in respect of preparation of business plan including revenue model, as the case may be, or Strategic Advisory Services for the Programmes & Policy for the following projects/ programmes shall be eligible assignments (the “Eligible Assignments”)

- i. Development of urban railway/ metro rail necessarily including stations, airport, multi model transit hub ( such as bus terminus etc.) or other urban real estate projects (such as district centre, shopping mall/complex, Transit Oriented Development Projects, Highway Project including Transit Oriented Development, hotel, entertainment complex, office complex etc.) or Urban transportation projects for which prior to PDD received professional fees of at least INR 1 (one) Cr in case on India and/or US\$ 1 (one) million for the projects elsewhere for the respective assignments.

Note: Each assignment claimed for eligibility shall be separate.

- ii. The Key Personnel, she/he should have worked at least for 30 working days on the eligible assignment and completed the relevant assignment prior to PDD. This shall be supported by the self certified document by the relevant experts and counter signed by the authorized representative of the Applicant. (Refer Form No. 9)

### 3.1.5 Short-listing of Applicants:

Of the Applicants ranked as aforesaid, if the number of pre-qualified Applicants is less than two, IRSDC may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do (es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

## 3.2 Evaluation of Financial Proposal

- 3.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

- 3.2.3 IRSDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### 3.3 Combined and final evaluation

- 3.3.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- 3.3.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.21, 0 and 2.27, as the case may be.

## 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, IRSDC shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, IRSDC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to IRSDC for, inter alia, time, cost and effort of IRSDC, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of IRSDC under Clause 4.1 hereinabove and the rights and remedies which IRSDC may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by IRSDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by IRSDC during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by IRSDC to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IRSDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IRSDC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of IRSDC in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by IRSDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5 PRE-PROPOSAL CONFERENCE

- 5.1 A Pre-Proposal conference of the interested parties shall be convened at the date, time and place indicated below. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. Applicant requiring any clarification on the RFP may also send their queries to IRSDC in writing at the following address. The envelopes shall clearly bear the following identification:

**Name of Work:- Appointment of Consultant for providing Strategic Advisory Services for redevelopment of Railway Stations on the Indian Railway Network**

RFP Notice No. IRSDC/CT-16/2016

**Date 11.07.2016 Time: 11:00 hours**

**Venue Address:**

Chief Executive Officer  
Indian Railway Stations Development Corporation Limited,  
4th Floor, Palika Bhawan, Sector-13,  
R.K. Puram, New Delhi-110066

- 52 During the course of Pre Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. IRSDC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging IRSDC to respond to any question or to provide any clarification.

## 6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 IRSDC, 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 Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to IRSDC by, on behalf of and/or in relation to any Applicant; 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 Applicant.

- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases IRSDC, 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.
- 6.4 All documents and other information supplied by IRSDC or submitted by an Applicant shall remain or become, as the case may be, the property of IRSDC. IRSDC will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 IRSDC reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.



## **SCHEDULES**

## SCHEDULE – 1

(See Clause 2.1.3 of Instructions to Applicant)

### TERMS OF REFERENCE

#### 1. **Preamble**

Indian Railways have envisaged redevelopment of around 400 A1 and A category stations as an iconic structure of the city with state of art facilities for passengers/users and its architecture reflecting the culture and character of the city, on a self sustainable basis through commercial development on the area in and around the stations. In fact it would be the largest transit oriented development (TOD) programme as well as the largest PPP programme in the world. This programme, if implemented well would transform not only the Railway Stations and image of Indian Railways but also the image of the city and the country as a whole besides giving a boost to the economic growth of the country. Except for around 8 (eight) stations planned for redevelopment through Railways / IRSDC / RLDA / under MOU with other countries, all other stations falling in the above category are planned for redevelopment on as is where is basis. This is a gigantic task and requires prioritization of stations, making out phasing plan, identifying levers for maximization of revenue, identification of potential investors and developers, planning and coordination with different stakeholders including public, developing institutional structure and process including capacity building requirements to make this transformation happen, planning and organization of road shows and developing marketing strategy. It is required that the Consultant should be able to partner and associate in the programme to ensure that this prestigious programme is successful.

**Accordingly the “OBJECTIVES” of this consultancy are** to maximize the value from the station redevelopment projects undertaken by Indian Railways by identifying and executing several levers, including:

- (a) Prioritization of stations, out of about 400 “A-1” & “A” category stations identified for redevelopment and suggesting to make workable/financially viable cluster of stations to maximize the benefit by broadly following the Swiss Challenges Method and making out a phasing plan accordingly.
- (b) Identifying the right mix use for the prioritized stations/clusters to maximize the NPV from stations redevelopment.
- (c) Identifying and engaging with right set of stakeholders, including international firms, with a view to make station redevelopment projects a success.
- (d) Developing a robust implementation strategy keeping in mind the constraints/ key challenges, bottlenecks including suggesting mitigation strategies for effective implementation of the project.

## **2. SCOPE OF SERVICES**

### **(a) Identification of scope and potential from station redevelopment effort**

- (i) Sizing the value creation potential from station redevelopment projects for Indian railways, including creating different scenarios and carrying out a broad level feasibility/ financial study to assess the impact for all the “A-1” & “A” category stations (around 400) based on the secondary data and own research and validate the same after broad level feasibility / financial study of around 40 (forty) stations selected after due process of sampling/prioritize.**
- (ii) Prioritization of stations/cluster of stations for redevelopment based on stations sites study including interalia, broad level feasibility/financial study of prioritized stations sites.
- (iii) Scoping the entire effort, including phasing out the station redevelopment based on above prioritization.

### **(b) Maximizing the NPV from the prioritized stations**

- (i) Identifying the best mixed use and phasing plan for each prioritized station/cluster of stations.
- (ii) Identifying levers/mechanism of NPV maximization.
- (iii) Creation of financial model at asset level- development of various possible alternatives for revenue maximization.

### **(c) Engagement with potential stakeholders, including international companies**

- (i) Identification of potential investors and developers (sovereign wealth funds, pension funds, private equity funds, multi-lateal agencies, real estate developers, construction companies, consortium, etc) for participation in the station redevelopment projects.
- (ii) Creation of “pitch document” and presentations for reaching out to various partners and customizing it for different segments.
- (iii) Launch of outreach program to establish and maintain connect with potential Applicants and funding agencies.
- (iv) Planning and Organizing domestic and international road shows to invite inputs and suggestions from stakeholders as also to elicit interest toward station redevelopment projects amongst them.
- (v) Development of marketing strategy and facilitation for advertising in various media.

### **(d ) Developing the implementation strategy**

- (i) Developing a robust implementation strategy for development of stations/cluster of stations, keeping in mind the constraints/ key challenges, bottlenecks.
- (ii) Suggesting mitigation strategies for effective implementation of projects.
- (iii) Developing institutional structure and process including capacity building requirements to make this programme successful. It will include suggesting institutional structure required at Railway Board, Zonal Railways as well as organizational structure and processes in IRSDC.

### 3. DELIVERABLES:

The Consultant shall deliver the total scope of work in following parts:

- i. **Inception Report and Quality Assurance Plan**
- ii. **Report on value creation potential, prioritization, phasing and clustering plan in two stages (i) Draft report based on secondary data, (ii) Final Report after complete study.**
- iii. **Report on maximizing the NPV**
- iv. **Report on Implementation Strategy**
- v. **Report on Marketing Strategy**
- vi. **Final Report on the Strategy for implementation of the Station Redevelopment Project**

**Each deliverable shall include documents that generally comprise Deliverables for similar consultancy work internationally by way of best practices. The deliverables shall be so drafted that they could be used for implementation of the project. 20 Hard copies and 3 soft copies of all reports shall be submitted.**

#### KD-1

On commencement of the Consultancy, the Consultant shall submit an Inception Report (the "**Inception Report**"). The Inception Report shall be further elaboration of the Consultant's submissions towards understanding of the RFP to meet out the "objective" of consultancy, the methodology to be followed specifically carrying a separate chapter for Sampling Criteria for selection stations for taking up field study for meeting the Objective of this Strategic Advisory Services, the Work Plan and schedule for submission of sub activities in detail. This submission will be for reference purposes only to clearly map out the method and manner in which the Consultant plans to approach the assignment in the given time frame of the assignment. Inception reports shall clearly indicate the structure of deliverables for reports, index, key-items for various chapters/volumes. Consultant shall seek approval for structure of deliverable from IRSDC. The consultant may note that they shall interact frequently with Railway Board/IRSDC while preparing the various reports and make power point presentation intermittent to Railway Board/IRSDC before finalizing the report. Each of these reports at draft stage

shall be reviewed by IRSDC and discussed in formal meetings at IRSDC office with the Key Personnel of the consultant and observations shall be forwarded to the consultant subsequently. The consultant shall be required to comply with these observations and revise/modify the reports as may be required from time to time to the satisfaction of IRSDC. If required, the consultant shall have to submit supplementary reports to clarify or modify some parts of the earlier submitted report.

While framing the schedule for deliverables/sub deliverables consultant shall keep adequate provision for time, for discussion and approval by IRSDC.

Inception report shall include Consultant's Quality Assurance Plan. The Quality Assurance Plan may be based on Lead member's own quality assurance system. On acceptance by IRSDC, the Plan would form the broad basis on which the consultant shall carry out the services for the Consultancy which may be amended by IRSDC during the progress of Consultancy work.

## **KD-2**

To carry out the broad feasibility and financial study of the representative site (around 40 numbers) for commercial potential based on the best product mix based on the market assessment and arrive at the value of the revenue potential from the station redevelopment project. Firstly the revenue potential of the each station shall be assessed based on the best industry practice and thereafter making best permutation with various scenarios firstly at Zonal level and thereafter as comprehensive Indian Railways level to assess the impact for all the "A-1" and "A" category stations (around 400 nos.). This shall include interaction with the respective Zonal GM's, Division concerned and local authorities.

Based on the above study finalise the priority and the phasing of stations based on the priority for implementation based on inter-alia, broad level feasibility/financial study.

Scope covers the clustering of the station for redevelopment Project at zonal Level and Indian Railways level with the objective of implementation and maximizing the NPV.

The consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model for both Facility Component as well as Commercial Component at the station. Financial model shall be prepared in MS Excel program and a simplified summary sheet of the entire financial analysis should be prepared showing key data such as: Project Cost, Equity, Debt, Capital Expenditure, Total Revenues, Total O&M Expenditure, Project Cash Flows, Project IRR and Equity IRR. While making the feasibility study due consideration for the integrated traffic analysis around and within the station area shall be carried out

The Consultant shall also Undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors; and

### **KD-3**

Maximizing the NPV from prioritized stations

- (i) Identifying the best mixed use and phasing plan for each prioritized station/ cluster of stations.
- (ii) Identifying levers/ mechanism for NPV maximization.
- (iii) Creation of financial model at asset level – development of various possible alternatives for revenue maximization.
- (iv) Assessing the risks that could impact the project NPV and creating a plan to mitigate it.

### **KD-4**

Developing the Implementation Strategy – Contracting Plan including Project Schedule, Risks and its Mitigation Measures;

The Consultant shall submit a detailed Implementation Strategy in the form of Report (the “**Implementation Strategy Report**”). The report shall discuss in detail the various options and implementation strategies possible specific to each station/cluster of stations including phasing of the stations. Report shall clearly recommended the best suited Implementing strategy/strategies/contracting strategy/ O&M Plan including institutional structure and / or processes, as well as contracting and O&M strategy including capacity building requirement for adoption to meet the “Objective” of the project which shall be correlated with the financial appraisal of the project. The consultant shall also submit a Comprehensive report on international experiences on similar projects i.e. railways, Airports, Ports, Integrated Passenger Terminals, Convention Centers, Stadiums etc., their success stories, pitfalls, lessons learnt, their implementation models and their applicability in Indian Context.

**The Consultant shall obtain and compile as a separate chapter in the report, the view points of the leaders, eminent experts of various domains like Real Estate, Investment Banker, Banks, financial institutions, Equity Investors, trusts, Mutual funds, Railways, Government (Central, State & Local Government), Mass transportation, Urban Planning, architecture, heritage etc. and shall examine the possibility of weaving the best ideas in the proposed strategic model.**

This report shall discuss the various risks associated with the above plan and strategies and shall recommend the mitigation measures for projects keeping in relation to the priority and phasing of the station redevelopment. While finalizing these details consultant shall regularly interact with stakeholders for arriving at the “objective”, which may require several iterations in arriving at the optimum strategy.

Consultant shall note that above heads for submission of reports are indicative and have to be further elaborated in the submission of inception report. Report shall contain the schedule, mode of implementation strategy to take up the above work.

## **KD-5**

Marketing Strategy – Identifying the potential stakeholders

Engagement with potential stakeholders, including international companies

- (i) Identification of potential investors, developers (Sovereign Wealth Funds, Pension Funds, Private Equity Funds, multi lateral agencies, real estate developers, construction companies, consortium, etc.) and Operators etc. for participation in the station redevelopment projects.
- (ii) Creation of „pitch document“ and presentations for reaching out to various partners and customizing it for different segments.
- (iii) Launch of outreach program to establish and maintain connect with potential Applicants and funding agencies.
- (iv) Development of marketing strategy and facilitation for advertising in various media.

The consultant shall carry out requisite marketing exercise to elicit adequate response from potential stakeholders, including international companies and provide a list of renowned developer/investors/operators etc. (with addresses & phone nos.) for these sites whom the consultant has contacted in the course of the study as well as during the bidding process and who have indicated their interest in the proposed development/redevelopment. The consultant shall prepare and give presentations meetings with developers anchor the meetings and carry out other such necessary efforts for maximizing participation by prospective developers.

## **KD-6**

A comprehensive report as a compendium to all the delivers in the best accepted international practices shall be submitted.

### **ADDITIONAL WORKS:**

Planning and organizing domestic and international road shows to invite inputs and suggestions from stakeholders as also to elicit interest toward station redevelopment projects amongst them. Advertisement costs, venue costs and other expenses to be borne by Railways. Consultant shall indicate the total cost separately for national and international travel including the cost of their travel, per diem cost, boarding and lodging per day costs etc. No separate payment shall be made for up to 5 road shows in Delhi/NCR area which is included in the quoted Lump Sum price.

#### **4. Time and Payment Schedule:**

The total duration for this consultancy work shall be D+26 weeks excluding any delay in granting approvals to the draft reports. However, intermittent services may be required beyond D+26 weeks till the end of D+38 weeks. Irrespective of the availability, or otherwise of the Personnel beyond the period of D+26 weeks it shall be the responsibility of the Consultant to provide these services as per the Agreement. Except as otherwise provided in the Agreement, agreed man day rates shall be reimbursed for additional services required from the Consultant after the first D+26 weeks as per Form – 2 of Appendix – II. No reimbursement shall be due in respect of travel time. Time schedule for submission of deliverables, shall be determined by the maximum permissible number of weeks from the Effective date of Agreement (the key Dates”). The Key Dates and payment schedule will be linked to the specified deliverables. The key Dates and payment schedule for the Strategic Advisory Services related to redevelopment are as given below in Table-1



**Table-1**

<b>Key Deliverable</b>	<b>Description</b>	<b>Time Frame (weeks)</b>	<b>Payment</b>
KD-1	Inception Report and Quality Assurance Plan	D+3	10%
KD-2	Report on Value Creation Potential from Station Redevelopment Projects and their Prioritization, Phasing and Clustering Plan etc. (a) Draft report based on secondary data and desk study (b) Complete Draft Report as per KD-2 TOR (c) Approval of KD-2	D+8 D+15 D+17	10% 10% 10%
KD-3	Report on Maximizing the NPV – By way of prioritization, clustering, phasing and various modes of revenue sharing.	D+20	Draft Stage – 10% Approval – 10%
KD-4	Developing the Implementation Strategy – Contracting Plan including Project Schedule, Risks identification and its Mitigation Measures, institutional structure and processes, capacity building requirements	D+22	Draft Stage – 10% Approval – 5%
KD-5	Marketing Strategy – Identifying the potential stakeholders, creating of pitch document etc., organizing and preparing specific strategies for different stakeholders	D+24	Draft Stage – 10% Approval – 5%
KD-6	Final Comprehensive Compiled Report	D+26	10%
		Total	100%
<b>Additional Works</b>			
A-1	Revision/Up-dating of respective Reports after acceptance		@ 15% of the respective
A-2	Road Shows	Upto D+26	As per Requirement
	a National – 10 Nos.		
	b International – 5 Nos.		
A-3	Film on the Station Redevelopment of approximately 5 minutes duration with voice recording, updated once.	D+ 15 and D+26	Total 2 no of films
A-4	Requirement of Key Personnel as per requirement post acceptance of Report.		Payment for the services of per visit All visits prior to acceptance of the Reports are deemed to be included in the quoted lump sum price based on the quoted rate

Note:

(i) The rates quoted shall include the cost of -

- a. interaction with the respective Zonal GM's, Division and concerned local authorities.
- b. Providing Advisory Services to Railway Board on the various queries received from various Zonal railways and the model documents prepared by the legal consultants, as and when required during D+26 weeks.

(ii) Payment for Draft reports shall be claimed by Consultant only after making the presentation to MOR on the reports prepared for submission and acceptance of reports said to be containing minor discrepancies only.

**5. Monthly meetings:**

IRSDC may review the progress of the Strategic Advisory Service in monthly meetings to be held in Delhi at IRSDC's office/ Railway Board etc.. The Team Leader and such other Key Personnel as deemed necessary by the consultant shall participate in these meetings.

**6. Consultancy Team and Project Office:**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience. Team Leader shall be the leader of this Consultancy Team.

**7. COMPLETION OF SERVICES:**

All the study outputs including primary data shall be compiled, classified and submitted by the consultant to IRSDC in soft form apart from the Deliverables indicated in Clause 2 & 3 above. The study outputs shall remain the property of IRSDC and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of IRSDC. The Strategic Advisory Service shall stand completed on acceptance of all the required deliverables of the Consultant by IRSDC and issue of a certificate by IRSDC to that effect.

**SCHEDULE – 2 : FORM OF AGREEMENT**

Agreement

FOR

APPOINTMENT OF STRATEGIC CONSULTANT FOR

TRANSACTION ADVISORY SERVICE FOR REDEVELOPMENT OF AROUND 400  
RAILWAY STATIONS ON THE INDIAN RAILWAY NETWORK

## AGREEMENT

### PROVIDING TRANSACTION ADVISORY SERVICE FOR REDEVELOPMENT OF AROUND 400 RAILWAY STATIONS ON THE INDIAN RAILWAY NETWORK

AGREEMENT No. \_\_\_\_\_

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\*\*, between, on the one hand, the Indian Railway Stations Development Corporation Limited (hereinafter called the "IRSDC" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) IRSDC vide their Request for Proposals for selection of Consultant for providing Strategic Advisory Services (hereinafter called the "**Consultancy**") for Redevelopment of Railway Stations on the Indian Railway Network (hereinafter called the "**Project**") invited technical and financial proposals to undertake the work of selection of Consultant;
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to IRSDC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to IRSDC on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) IRSDC, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy work to the Consultant vide the Letter of Award for the Consultancy dated \_\_\_\_\_ (the "**LOA**"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## **1. GENERAL**

### **1.1 Definitions and Interpretation**

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1 (b)
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.1 (b);
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (h) “Government” means the Government of India;
- (i) “ INR, Re., ` or Rs.” means Indian Rupees;
- (j) “Member”, in case the 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;
- (k) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) “Party” means IRSDC or the Consultant, as the case may be, and Parties means both of them;
- (m) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;

- (n) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) "RFP" means the Request for Proposal document in response to which the Consultant's Proposal for providing Services was accepted;
- (p) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (q) "Third Party" means any person or entity other than the IRSDC, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Acceptance

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between IRSDC and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of IRSDC and the Consultant shall be as set forth in the Agreement; in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) IRSDC shall make payments to the Consultant in accordance with the provisions of the Agreement.

#### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the IRSDC; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the IRSDC;
- (b) in the case of IRSDC, be given by facsimile and by letter delivered by hand and be addressed to the IRSDC with a copy delivered to the IRSDC Representative set out below in Clause 1.10 or to such other person as IRSDC may from time to time designate by notice to the Consultant; and



- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

**1.8 Location**

The Services shall be performed at the site of the Project and at such locations as are incidental thereto.

**1.9 Authority of Member-in-charge**

In case the Consultant 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 Consultant's rights and obligations towards IRSDC under this Agreement, including without limitation the receiving of instructions and payments from IRSDC.

**1.10 Authorised representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by IRSDC or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 IRSDC may, from time to time, designate one of its officials as IRSDC Representative. Unless otherwise notified, the IRSDC Representative shall be:

Chief Executive Officer  
Palika Bhawan  
4<sup>th</sup> Floor, Palika Bhawan  
Sector-13, R. K. Puram  
New Delhi - 110 066  
Fax: 011 26854000

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

### **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and IRSDC shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement.

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

2.3.1 If the Consultant does not commence the Services within the period specified in Clause 2.2 above, IRSDC may, by not less than 2 (two) weeks" notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited. **Expiration of Agreement**

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

### **2.4 Blank**

### **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 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 Clause 4.2(c) and 6.1(c) hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

#### 2.7.4 Extension of time

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

#### 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.6 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8 Suspension of Agreement

IRSDC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

### 2.9 Termination of Agreement

#### 2.9.1 By IRSDC

IRSDC may, by not less than thirty (30) days" written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as IRSDC may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to IRSDC a statement which has a material effect on the rights, obligations or interests of IRSDC and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (60) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty days; or
- (f) IRSDC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) day's written notice to IRSDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) IRSDC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) IRSDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days

(or such longer period as the Consultant may have subsequently granted in writing) following the receipt by IRSDC of the Consultant's notice specifying such breach;

- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) IRSDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.
- (e) Cessation of rights and obligations
- (f) Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right which a Party may have under the Applicable Law.
- (g) Cessation of Services
- (h) Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by IRSDC, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.
- (i) Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, IRSDC shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to IRSDC):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

### 2.9.3 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## OBLIGATIONS OF THE CONSULTANT

### (j) General

#### 3.1.1 Standards of Performance

- (a) The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to IRSDC, and shall at all times support and safeguard IRSDC's legitimate interests in any dealings with Sub- Consultant or Third Parties.
- (b) Terms of Reference
- (c) The scopes of Services to be performed by the Consultant are specified in the Terms of Reference (the "TOR") at Annex-I of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.
- (d) Applicable Laws
- (e) The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps

to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### 3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

### 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest.

### 3.2.3 Prohibition of conflicting activities

- (a) Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:
- (b) during the term of this Agreement, any business or professional activities in India which would conflict with the activities assigned to them under this Agreement;
- (c) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (d) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- (e) Consultant not to benefit from commissions, discounts, etc.
- (f) The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional



remuneration.

### 3.3 Confidentiality

- (a) The Consultant, its Sub-Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, designs software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by IRSDC to the Consultant, its Sub-Consultant and the Personnel; any information provided by or relating to IRSDC, its technology, technical processes, business affairs or finances or any information relating to IRSDC's employees, directors, officers or other professionals or suppliers, customers, or contractors of IRSDC, and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information") without the prior written consent of IRSDC.
- (b) Notwithstanding the aforesaid, the Consultant, its Sub-Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
  - (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultant and the Personnel of either of them;
  - (ii) was obtained from a third party with no known duty to maintain its confidentiality;
  - (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultant and the Personnel of either of them shall give IRSDC, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
  - (iv) is provided to the professional advisers, agents, auditors or

representatives of the Consultant or its Sub-Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

#### 3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

#### 3.4.2 Consultant's liability towards IRSDC

- (a) The Consultant shall be liable to IRSDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- (b) The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to IRSDC's property, shall not be liable to IRSDC:
- (c) for any indirect or consequential loss or damage; and
- (d) for any direct loss or damage that exceeds (A) the Agreement Value set forth in Clause 6.1 (b) of this Agreement, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- (e) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

#### 3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by IRSDC, insurance against the risks, and for the coverages, as shall be specified in the Agreement.

(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 Consultant shall furnish to IRSDC, 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 Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, IRSDC shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the 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 Consultant, and the Consultant shall be liable to pay such amounts on demand by IRSDC.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention IRSDC as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

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

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of Rs. 5 million for the period of this Agreement
- (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1(b) of the 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.
- (d) Employer"s liability and workers" compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall,

- (i) keep accurate and systematic accounts and records in respect of the Services hereunder, 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 Consultant's costs and charges), and
- (ii) Permit IRSDC 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 IRSDC.

### **3.7 Consultant's actions requiring IRSDC's prior approval**

The Consultant shall obtain IRSDC's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by IRSDC prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement;
- (c) any other action that may be specified in this Agreement.

### **3.8 Reporting obligations**

The Consultant shall submit to IRSDC the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of IRSDC**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of IRSDC, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to IRSDC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these

documents shall be as specified in the Agreement.

- 3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of IRSDC.

### **3.10 Equipment and materials furnished by IRSDC**

Equipment and materials made available to the Consultant by IRSDC shall be the property of IRSDC and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to IRSDC, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of IRSDC. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by IRSDC in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that IRSDC, and officials of IRSDC having authority from IRSDC, are provided unrestricted access to the Project Office and to all Personnel during office hours. IRSDC's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. It shall indemnify IRSDC against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practices. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

- (a) The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel

are described in Annex-2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 of this Agreement.

- (b) Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to IRSDC, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1 (b) of this Agreement. Any other adjustments shall only be made with the written approval of IRSDC.
- (c) If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between IRSDC and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1(b).

#### **4.3 Approval of Personnel**

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by IRSDC. No other Professional Personnel shall be engaged without prior approval of IRSDC.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to IRSDC its proposal along with a CV of such person in the form provided at Appendix-I (Form-14) of the RFP. IRSDC may approve or reject such proposal within 10 (ten) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for IRSDC's consideration. In the event IRSDC does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by IRSDC.

#### **4.4 Substitution of Key Personnel**

IRSDC expects all the Key Personnel to be available during implementation of the Project. IRSDC will not consider substitution of Key

Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of IRSDC. As a condition to such substitution, a sum equal to 10% (Ten percent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 20% (Twenty percent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

**4.5 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 Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of IRSDC, and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.6 Resident Team Leader and Project Manager**

The Consultant shall designate a suitable person as Project Manager who shall be responsible for day to day performance of the Services.

**4.7 Sub-Consultant**

Sub-Consultant listed in Annex-4 of this Agreement are hereby approved by IRSDC. The Consultant may, with prior written approval of IRSDC, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

**5. OBLIGATIONS OF IRSDC**

**5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, IRSDC shall make best efforts to ensure that the IRSDC shall help Consultant in arranging for:

- (a) the Consultant, its Sub-Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultant or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

## **5.2 Access to land and property**

IRSDC warrants that the Consultant shall have, free of charge, unimpeded access to all land and property at the Station in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1(c).

## **5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value specified in Clause 6.1(b).

## **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, IRSDC shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Agreement.

# **6. PAYMENT TO THE CONSULTANT**

## **6.1 Cost estimates and Agreement Value**

- (a) An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- (b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Agreement shall not exceed the



agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).

- (c) Notwithstanding anything to the contrary contained in Clause 6.1(b), if pursuant to the provisions of Clauses 2.6 & 2.7, the Parties shall agree that additional payments shall be made to the Consultant for additional works only when ordered by IRSDC in writing prior to taking up the work or as per the written requirement by IRSDC on the rate quoted..

## **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## **6.3 Mode of billing and payment**

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

- (a) No Mobilization Advance is payable in this contract.
- (b) Payment Schedule

The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of IRSDC the work pertaining to the preceding stage.
- (ii) IRSDC shall pay to the Consultant, only the undisputed amount.
- (c) IRSDC shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by IRSDC of duly completed bills with necessary particulars (the “Due Date”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by IRSDC. The Services shall be deemed completed and finally accepted by IRSDC and the final report and final statement shall be deemed approved by IRSDC as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by IRSDC unless IRSDC, within such 90

(ninety) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which IRSDC has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to IRSDC within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by IRSDC for reimbursement must be made within 1 (one) year after receipt by IRSDC of a final report and a final statement in accordance with this Clause 6.3 (d).

- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to IRSDC by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 **IRSDC** shall retain by way of performance security (the “**Performance Security**”), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The Performance Security shall be released, two months after the payment of final bill, subject to fulfillment of obligation under clause 2.28.3 & 4.1 of ITA and clause 7.2.2 & 7.2.3 of Form of agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by IRSDC in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value will be

imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **7.2.3 Encashment and appropriation of Performance Security**

IRSDC shall have the right to encash and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

In the event any portion of the Performance Security is appropriated by IRSDC, then immediately following such appropriation, the Consultant shall replenish the Performance Security within 1 (one) month of its appropriation, and in the event of default by the Consultant, IRSDC shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of IRSDC, other penal action including debarment for FIVE YEARS may also be initiated.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

## **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

## **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Chairman, IRSDC and the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

## **9.4 Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.

9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the IRSDC agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the IRSDC agree that an Award may be enforced against the Consultant and/or the IRSDC, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Consultant:

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
IRSDC

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

2.

Annex -1

**Terms of Reference**

Reproduce Schedule-1 of RFP

## Annex - 2

### **Deployment of Personnel**

*(Refer Clause 4.2)*

Reproduce as per Form - 13 of Appendix-I

## Annex-3

### **Estimate of Personnel Costs**

*(Refer Clause 4.2)*

Reproduce as per Form-3 of Appendix-II



## Annex-4

### **Approved Sub-Consultant**

*(Refer Clause 4.7)*

Reproduce as per Form-14 of Appendix-I

## Annex-5

### **Cost of Services**

*(Refer Clause 6.1)*

Reproduce as per Form-2 of Appendix-II

## Annex-6

### **Payment Schedule** *(Refer Clause 6.3( b))*

Annex- 7

**Bank Guarantee for Performance Security**

(Refer Clause 2.25)

To

Chief Executive Officer

Indian Railway Stations Development Corporation Limited

4<sup>th</sup> Floor, Palika Bhawan

Sector-13, R.K.Puram

New Delhi- 110 066

In consideration of Indian Railway Stations Development Corporation Limited (hereinafter referred as the "IRSDC", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s \_\_\_\_\_, having its office at \_\_\_\_\_ (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a consultancy by issue of IRSDC's Agreement no. \_\_\_\_\_ dated \_\_\_\_\_ valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for providing Consultancy Services for providing Strategic Advisory Services for redevelopment of Railway Stations on Indian railway Network (hereinafter referred to as the "Agreement"), and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to IRSDC for performance of the said Agreement.

We, \_\_\_\_\_ (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to IRSDC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by IRSDC

by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from IRSDC stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by IRSDC by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

3. We undertake to pay to IRSDC any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, \_\_\_\_\_(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of IRSDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IRSDC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee. **Unless a demand or claim under this guarantee is made on us in writing on or before three months over and above the scheduled period of the completion of the said agreement from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.**

5. We, \_\_\_\_\_(indicate the name of Bank) further agree with IRSDC that IRSDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by

the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by IRSDC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of IRSDC or any indulgence by IRSDC to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us .

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, \_\_\_\_\_(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of IRSDC in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\*

For \_\_\_\_\_

(Name of Bank)

(Signature, Name and Designation of the Authorised Signatory)

Seal of the Bank:

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX-I  
(See Clause 2.1.3)

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Consultancy for Providing Strategic Advisory Services for  
Redevelopment of Railway Stations on the Indian Railway  
Network.

Dear Sir,

With reference to your RFP Document dated \*\*\*\*\*, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Strategic Advisory Services for Redevelopment of Railway stations on the Indian Railway Network. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Strategic Advisory Consultant for the aforesaid Project.
4. I/We shall make available to IRSDC any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of IRSDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of



a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by IRSDC;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (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, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MoR 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 in conformity with the provisions of Clause 4 of the RFP, 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 Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IRSDC [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. ----- (Rupees -----) has been submitted in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
16. I/We agree to keep this offer valid for 90(ninety) days from the Proposal Due Date specified in RFP.
17. A Power of attorney in favor of the authorized signatory to sign and submit this Proposal and documents is also attached herewith in Form 4.
18. In the event of my/our being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the Format Schedule – 2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied 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 IRSDC/MOR or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted as per RFP document. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us. (addition)
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

**Particulars of the Applicant**

1.1	<p>Title of Consultancy:                  Providing Strategic Advisory Services for Redevelopment of Railway Stations on the Indian Railway Network</p>
1.2	<p>Title of Project:                  Strategy for Redevelopment of Railway Station on Indian Railways Network</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium:                  Sole Firm                  or                  Lead Member of a consortium</p>
1.4	<p>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 Applicant:                  Name:                  Designation:                  Company:                  Address:                  Phone Number:                      Mobile Number:                  E-Mail Address                      :                  Fax Number:</p>

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian company, does the company have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>ii) Has the Applicant 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? Yes/No</p> <p>iii) Has the Applicant/ member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>iv) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v) Has the Applicant or any of the members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to IRSDC and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

1.8	<p>Does the Applicant 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 Applicant agree that it will only be acceptable as 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 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 IRSDC only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of .....</p>
-----	--

APPENDIX-I

(Refer Clause 2.13)

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Applicant)*

Ref. Date:

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Sub: RFP for Appointment of Consultant for Strategic Advisory Services for Redevelopment of Railway Stations on the Indian Railway Network

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

I/We have agreed that \_\_\_\_\_ (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that \_\_\_\_\_ (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. 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  
(Refer Clause 2.2.4 & 2.13)  
Form-4

**Power of Attorney**

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 Proposal for and selection as the Consultant for providing Strategic Advisory Services for Redevelopment of Railway Stations on the Indian Railway Network, proposed to be developed by the \_\_\_\_\_ (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to IRSDC, representing us in all matters before IRSDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IRSDC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with IRSDC.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....



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

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100(hundred) and duly notarized by a notary public.*

*Wherever required, the Applicant 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 Applicant.*

*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, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-I  
(Refer Clause 2.2.2 (B))  
Form-5

**Financial Capacity of the Applicant**

(Refer Clause 2.2.2 (B))S. No.	<b>Financial Year (ending on 31<sup>st</sup> March)</b>	Turn Over from advisory and consultancy services rendered in India  ( Rs)	Turn Over from advisory and consultancy services rendered outside India  ( Rs./USD in Million)
1.	2014-2015		
2.	2013-2014		
3.	2012-2013		
<b>Certificate from the Statutory Auditor<sup>§</sup></b>			
<p>This is to certify that (name of the Applicant) had a turnover from Professional Fees from advisory and consultancy services as shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p>			

<sup>§</sup>In case the Applicant 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 Applicant. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

**Note:**

1. Please do not attach any printed Annual Financial Statement.
2. In case where books of accounts of the Applicant is maintained and audited on the basis of Calendar Year. The equivalent year shall be as follows:

S .No.	Financial Year (April to March)	Financial Year (Jan to Dec)
1	2014-15	2014
2	2013-14	2013
3	2012-13	2012

APPENDIX-I  
(Refer Clause 2.2.2 (C) & 2.2.2 (D))

Form-6

**Particulars of Key Personnel**

S no.	Designation of Key Personnel	Name	Education Qualification	Length of Professional Experience ( in years)	Present Employer	No. of months on Applicant roll prior to PDD
1	Strategic Planning Expert and Team Leader					
2	Transaction Expert					
3	Real Estate expert					
4	<b>Railway Stations/ Railway Operations Expert</b>					
5	Marketing Expert					

## APPENDIX-I

### Form-7

#### **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 Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant 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 Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

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

Note: (i) Marks may be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

**Abstract of Eligible Assignments of Applicant#**

(Refer Clause 2.2.2 (A) & 3.1)

S.No	Name of Project*	Name of Client	Payment <sup>##</sup> received by the Applicant (in Rs/ million \$) for the assignment	Month and Yr. of completion/ ongoing.	Name of the Country	References from The Client (Yes/No)
1						
2						
3						
4						
5						
6						
7						

# The Applicant should provide details of only those projects that have been undertaken by it under its own name.

## Exchange rate should be taken as Rs. 60 per US \$ for converting to Rs.

\* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>§</sup> In case the Applicant 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 Applicant. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

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

**APPENDIX-I**

**Form-9**

**Abstract of Eligible Assignments of Key Personnel<sup>@</sup>**

(Refer Clause 2.2.2 (D) & 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project	Name of Client/Country	Payment## (in Rs/ million \$) for the assignment	Designation of the Key Personnel on the project	Date of completion of project assignment	No. of days spent on the eligible assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

<sup>@</sup> Use separate Form for each Key Personnel.

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

APPENDIX-I

Form-10

**Eligible Assignments of Applicant**

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Type of Project (Refer 3.1.4)	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether public or private entity)	
Payment received by the Applicant(in Rs.Crore/ million \$):	
Month and Year of completion/ongoing.	
Name of The Country	
References from the Client ( <b>Must be enclosed for claiming the marks</b> )	
Brief description of the project:	

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.



## APPENDIX-I

### Form-11

#### Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Description of services performed by the Key Personnel (including designation):	
Type of Project (As per Cl. 3.1.4 (i).)	
Name of client and Address: (indicate whether public or private)	
Professional Fee received (in Rs cr. or US\$ million)	
Start date and finish date of the assignment (month/ year)	
Country	
No. of days spent on the assignment	
Brief description of the project:	

#### Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate should be taken as Rs. [60] per US \$ for conversion to Rupees.

**APPENDIX-I**

*(See Clause 2.1.4, 2.1.5 & 2.14.6)*

**Form -12**

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:
6. Employment Record:

(Starting with present position, list in reverse order, every employment held.)

7. List of projects on which the Personnel has worked

Project Name	Description of responsibilities
--------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place \_\_\_\_\_

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

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form - 13

Deployment of Personnel

(Must indicate deployment simultaneously for various works)

S. No.	Designation	Name	Man - Days (MD)	Week Numbers																										
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	...	38.	..	.	52.							
	Key Personnel																													
	Project Manager																													
			Total																											

APPENDIX-I

Form - 14

<b>Proposal for Sub-Consultant</b>		<b>1. Details of the Firm</b>		
Firm"s Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in the Business in the above Fields				
2. Services that are proposed to be sub contracted:				
Person who will lead the Sub consultancy Name: Designation: Telephone No: Fax No: Email:				
4. Details of Firm"s previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.

2. Use separate form for each Sub-Consultant

Form-15

**Revenue of the Applicant (Refer Clause 3.1.3 (1))**

(Refer Clause 2.2.2 (B))S. No.	<b>Financial Year (ending on 31<sup>st</sup> March)</b>	Revenue in India in the past 3 years (only management consulting division revenues. excluding revenues from IT, audit, taxation and other non-consulting division) ( <b>Rs. Crore in Million</b> )	Revenue globally in the past 3 years (only management consulting division revenues, excluding revenues from IT, audit, taxation and other non-consulting division) USD in Million
1.	2014-2015		
2.	2013-2014		
3.	2012-2013		
<p align="center"><b>Certificate from the Statutory Auditor<sup>§</sup></b></p> <p>This is to certify that (name of the Applicant) had a revenue from Professional Fees from management consulting division as shown above against the respective years.</p> <p>Name of the audit firm: Seal of the audit firm Date:</p> <p align="center">(Signature, name and designation of the authorised signatory)</p> <p align="right">(Seal of Auditor/ Chartered Accountant)</p>			

<sup>§</sup>In case the Applicant 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 Applicant. The details of the Auditor/ Chartered Accountant along with contact details shall be mentioned.

Form-16

**Client Reference for High Quality Work and Impact of Outcomes from Eligible assignments**

(Refer Clause 3.1.3 (2, iv))

<b>S.N.</b>	<b>Name of Project</b>	<b>Name of Client/Country</b>	<b>Client Name</b>	<b>Issued By</b>	<b>Remarks<sup>1</sup></b>	<b>Ref. Page No.</b>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

(Signature, name and designation of the authorised signatory)

---

<sup>1</sup> Please bring out the impact/ outcome of studies in brief.

**FINANCIAL PROPOSAL**

Form - 1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Subject: Consultancy for Providing Strategic Advisory Services for Redevelopment of Railway Stations on the Indian Railway Network.

I/We, \*\*\*\*\* (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90(ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be filled strictly as per the forms given in RFP.

Form - 2

**Financial Proposal**

<b>A.</b>	<b>RESIDENT PERSONNEL AND LOCAL COSTS</b>	
I	Remuneration for Resident Professional Personnel (inclusive of all personnel allowances) Form 3, A I	
II	Remuneration of Resident Support Personnel (inclusive of all personal allowances), Form 3, A II	
III	Office Rent	
IV	Office Consumables like Utilities and Communication etc. Office Furniture and Equipment (Rental)	
V	Reports and Document Printing	
VI	Miscellaneous Expenses (Refer Note 3)	
VII	Survey, Investigation, Visits	
	<b>Subtotal Resident Personnel &amp; Local Costs (A):</b>	
<b>B.</b>	<b>EXPATRIATE PERSONNEL</b>	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances) Form 3, B I	
	<b>Subtotal Expatriate Personnel (B):</b>	
<b>C</b>	<b>SUBTOTAL OF A+B</b>	
<b>D</b>	<b>OVERHEAD EXPENSES AS % OF (C)</b>	
<b>E</b>	<b>SERVICE TAX</b>	
<b>F</b>	<b>TOTAL (including taxes) (C+D+E) (in Rs.)</b> <b>In Indian Rupees in figures</b> in words _____	
<b>G</b>	<b>ADDITIONAL COSTS (not included in evaluation)</b>	



I	Revision/Up-dating of respective Reports as per KD"s after acceptance	Fixed @ 15% of the respective KD Fee as per Time and Payment Schedule of TOR
II	Road Shows(Unit rate as per Form 4) c. National-10 Nos. d. International-5 Nos.	
III	Film on the Station Redevelopment of approximately 5 minutes duration with voice recording, updated once. {Unit Rate as per Form 4}  Total 2 films	

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item F shall, therefore, be the amount for purposes of evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.
3. Miscellaneous Expenses in Item A VI shall not exceed 15% (fifteen per cent) of the total amount in Item C.
4. Revision/ Updation of respective Reports after acceptance in Item G I shall be payable to the Consultant's Personnel @ 15% of the respective KD"s.
5. Item No. G II shall be operated on approval of IRSDC and item GII shall be payable as per the quoted rate in Form 4 for actual numbers of Road Shows held in National (within India) and International level.
6. Key Personnel in item No. A I, A II and B I shall be paid as per requirement post acceptance of Report i.e. after D+26 weeks as per the rate quoted in Form 3 A I, A II and B I.  
Air/Train Fare, Hotel accommodation, local conveyance and daily allowances shall be paid extra as follows:
  - a. Strategic Planning Expert and the Team Leader (Partner in the Consultancy Firm) – At par with the entitlement of Director in IRCON or actual whichever is lower.
  - b. Transaction, Railway Stations/Railway Operations Expert and Real Estate Expert – At par with the entitlement of the General Manager in IRCON or actual whichever is lower
  - c. ,Marketing Expert, Project Manager and Support Personnel – At par with the entitlement of Deputy General Manager in IRCON or actual whichever is lower.
7. No escalation on any account will be payable on the above amounts.

8. All other charges not shown here and all insurance premium are considered included in the man day rate/ overhead/ miscellaneous expenses.
9. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

Form - 3

**Estimate of Personnel Costs**

A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Project Manager + 4 Support Personnel (including all personal allowances)					

Total					
<b>BI. Remuneration for Expatriate Personnel (including all personal allowances)</b>					
Total:					

APPENDIX-II

Form - 4

**Financial Proposal – Rate for Additional Items**

<b>A.</b>	<b>Rate for Additional Items</b>		
A-1	Road Shows:		
	National (Within India)	<b>Each</b>	
	International (Outside India)	<b>Each</b>	
A-2	Film on the Station Redevelopment of approximately 5 minutes duration with voice recording	<b>Each</b>	

**Note: Amount quoted for the:**

- (i) Road Shows – International (Outside India) – quoted rate is inclusive of all the \_\_\_\_\_ associated costs including travel, per diem allowance boarding/lodging, etc. for 3 (Three) professionals to be nominated by IRSDC.
- (ii) Road Shows – National (Within India) – quoted rate is exclusive of all the associated \_\_\_\_\_ costs including travel, per diem allowance boarding/lodging etc. for the \_\_\_\_\_ officers/professionals to be nominated by IRSDC.

Form - 1

**Self Evaluation Sheet (As per Clause No. 2.2.2 (A) )**

SNo.	Ref Page No.	Project (As per Clause no. 3.1.4 (i))	Professional fee received			Name of the Country	Client for satisfactory completion of work
			case of India	and US	One		
			(Completed/Ongoing)				
1							
2							
3							
4							
5							
		-	-	-	-	-	-
	Multiple Countries						
	Reference (total nos.)						

Evaluation of Key Personnel (As per Clause No.2.2.2 (C ) + 2.2.2 (D) + 3.1.4 )										
Sl. No	Particular	Ref Page No.	Type of Project (Urban Railway, Metro Rail, Airport, Multi Model Transit Hub (such as Bus Terminus, Other Urban Real Estate Project(such as District Centre, Transit oriented development projects, Highway project including transit oriented development, hotel etc,)	Received professional fees of at least INR 1 (one) Cr in case on India and/or US\$ 1 (one) million for the projects		No of working Days worked on the Eligible Assignment (atleast 30)				
	Clause No.		3.1.4							
				(in Crs RS)	(in M USD)					
A	<u>Strategic Planning Expert and Team Leader</u>	-	-	Name						
				Experience (in Years)		No of Month on Applicant Roll as on PDD (Atleast 12 months)- Refer Form -6				
1										
	<u>Summary</u>									
	Particular	Urban Railway	Metro Rail	Airport	Multi Model Transit Hub	Roadways (including TOD)	Other Urban Real Estate Project	Highway Proj including Transit Oriented Development	Total	
	Nos.	-	-	-	-	-	-	-	-	
B	<u>Transaction Expert</u>			Name						
	-			Experience (in Years)		No of Month on Applicant Roll as on PDD (Atleast 12 months)- Refer Form -6				
1										
	<u>Summary</u>									
	Particular	Urban Railway	Metro Rail	Airport	Multi Model Transit Hub	Roadways (including TOD)	Other Urban Real Estate Project	Highway Proj including Transit Oriented Development	Total	
	Nos.	-	-	-	-	-	-	-	-	
C	<u>Real Estate Expert</u>			Name						
	-			Experience (in Years)		No of Month on Applicant Roll as on PDD (Atleast 12 months)- Refer Form -6				

1									
	<u>Summary</u>								
	<b>Particular</b>	<b>Urban Railway</b>	<b>Metro Rail</b>	<b>Airport</b>	<b>Multi Model Transit Hub</b>	<b>Roadways (including TOD)</b>	<b>Other Urban Real Estate Project</b>	<b>Highway Proj including Transit Oriented Development</b>	<b>Total</b>
	Nos.	-	-	-	-	-	-	-	-
D	<u>Railway Stations/Railway Operations Expert</u>			Name					
				Experience (in Years)		No of Month on Applicant Roll as on PDD (Atleast 12 months)- Refer Form -6			
1									
	<u>Summary</u>								
	<b>Particular</b>	<b>Urban Railway</b>	<b>Metro Rail</b>	<b>Airport</b>	<b>Multi Model Transit Hub</b>	<b>Roadways (including TOD)</b>	<b>Other Urban Real Estate Project</b>	<b>Highway Proj including Transit Oriented Development</b>	<b>Total</b>
	Nos.	-	-	-	-	-	-	-	-
E	<u>Marketing Expert</u>			Name					
				Experience (in Years)		No of Month on Applicant Roll as on PDD (Atleast 12 months)- Refer Form -6			
1									
2									
	<u>Summary</u>								
	<b>Particular</b>	<b>Urban Railway</b>	<b>Metro Rail</b>	<b>Airport</b>	<b>Multi Model Transit Hub</b>	<b>Roadways (including TOD)</b>	<b>Other Urban Real Estate Project</b>	<b>Highway Proj including Transit Oriented Development</b>	<b>Total</b>
	Nos.	-	-	-	-	-	-	-	-



Statement showing the total marks scored the Applicant as per Clause no. 3.1.3 read with Clause no. 2.2.2 & 3.1.2

Scoring Format					
		Max Marks	Particulars		Marks Obtained
<b>1</b>	<b>Revenue of Applicant</b>				
<b>(i)</b>		<b>10</b>	Average Revenue of consulting firm in India in the past 3 years (only management consulting division revenues. excluding revenues from IT, audit, taxation and other non-consulting division)		
			<b>Avg. Revenue (Rs. Crore)</b>	<b>Marks Allotted</b>	
			100-200	2	
			>200-400	6	
			>400	10	
			<b>Marks Allotted</b>		
<b>(ii)</b>		<b>5</b>	Average Revenue of consulting firm globally in the past 3 years (only management consulting division revenues, excluding revenues from IT, audit, taxation and other non-consulting division)		
			<b>Avg. Revenue (Million \$)</b>	<b>Marks Allotted</b>	
			1 to 2	1	
			>2 to 3	3	
			>3	5	

<b>2</b>	<b>Experience of Consultant</b>		(i) Number of eligible assignments undertaken by the Applicant firm	
		<b>15</b>	<b>No. of Assignments</b>	<b>Marks Allotted</b>
			5-10	6
			>10-15	9
			>15-20	12
		>20	15	
		<b>2.5</b>	Multiple Country experience for Eligible Assignments (Maximum 10 Countries)	
		<b>2.5</b>	Number of References from Client for high quality work and impact of outcomes from eligible assignment. This should be provided by the level of issued by the level of CEO or equivalent (only best 5 references)	
<b>3</b>	<b>Submission and Presentation</b>	<b>25</b>	The consultant should demonstrate its understanding of the assignment through a detailed approach and methodology with respect to the ToR. The consultant should also highlight the international best practices which will be used and the same should be highlighted in the bid proposal. Due weightage will be given to the presentation to be made by the Applicant	
<b>4</b>	<b>Relevant Experience of the Key Personnel</b>	<b>40</b>	(i) 75% of maximum marks allotted for number of Eligible Assignments (Cl. 3.1.4) (ii) 25% of maximum marks allotted on quality of interaction.	

4(a)	<b>Strategic Planning Expert and Team Leader</b>	15			
4(b)	<b>Transaction expert</b>	7.5			
4(c)	<b>Real Estate Expert</b>	7.5			
4(d)	<b>Railway Stations/Railway Operations Expert</b>	5			
4(e)	<b>Marketing Expert</b>	5			

**Note: Only Shaded Cells to be filled in.**

## FORM-2

### COMPLIANCE STATEMENT

1	Made a Complete and careful examination of RFP. (Cl. 2.7.1 (a))		
2	Bid Security (Cl. 2.17)		
3	Each page of RFP document to be signed and stamped by tenderer or his authorized representative and submitted.		
4	Each page of Addendum to be signed and stamped by tenderer or his authorized representative and submitted.		
5	Each page of Corrigendum to be signed and stamped by tenderer or his authorized representative and submitted.		
6	Each page of 'reply to queries' to be signed and stamped by tenderer or his authorized representative and submitted.		
7	Any Conflict of Interest, that affects the selection procedure or Consultancy. (Cl. 2.3.1)		
8	Received all relevant information requested from IRSDC (Cl. 2.7)		
9	Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IRSDC or relating to any of the matters referred to in Clause 2.6 of RFP document. (Cl. 2.7)		
10	Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under (Cl. 2.7.1)		
11	Agreed to be bound by the undertaking provided by it under and in terms hereof.		
12	Cvs of all professional personnel have been included.		
13	Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP.		
14	No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;		
15	The CVs have been recently signed and dated in blue ink by the respective Personnel/ signed fax copy/ electronically signed and countersigned by the authorized representative of the Applicant. Photocopy or unsigned / not countersigned CVs shall be rejected;		
16	The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;		
17	Professional Personnel proposed have good working knowledge of English language		
18	Key Personnel would be available for the period indicated in the TOR.		
19	No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal		
20	The proposal is responsive in terms of Clause 2.18.3		

21	Failure to comply with the requirements spelt out in the Clause 2.14 shall make the Proposal liable to be rejected		
22	All the costs associated with the assignment shall be included in the Financial Proposal. (Cl. 2.15.2 (i))		
23	The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. (Cl. 2.15.2 (ii))		
24	Costs (including break down of costs) shall be expressed in INR (Cl. 2.15.2 (iii))		
25	Payment shall be made in INR in India only. (Cl. 2.15.2 (iv))		
26	There is no provision of Mobilization advance in this contract. (Cl. 2.15.2 (v))		
27	Technical Proposal in the form specified at Appendix-I		
28	The Technical proposal is digitally signed, as stipulated in Clauses 2.13 and 2.16		
29	The Technical proposal contains all the information (complete in all respects) as requested in the RFP		
30	The Technical Proposal does not contain any condition or qualification		
31	Consultant must have an office in New Delhi/Delhi-NCR for close co- ordination.(Cl. 2.26.1)		
32	Form 1: Letter of Proposal		
32	Form 2: Particulars of Applicant		
33	Form 3: Statement of Legal Capacity		
34	Form 4: Power of Attorney (Cl. 2.13)		
35	Form 5: Financial Capacity of Applicant		
36	Form 6: Particulars of key Personnel		
37	Form 7: Proposed Methodology and Work Plan		
38	Form 8: Experience of Applicant		
39	Form 9: Experience of Key Personnel		
40	Form 10: Eligible Assignments of Applicants		
41	Form 11: Eligible Assignments of Key Personnel		
42	Form 11A: Eligible Assignments of Key Personnel		
43	Form 12: CV of Professional Personnel		
44	Form 13: Deployment of Personnel		
45	Form 14: Proposal for Sub-Consultant(s)		
46	Form 1: Covering Letter		
47	Form 2: Financial Proposal		
48	Form 3: Estimate of Personnel Costs		
49	Form 4: Rate for Additional Items		

**SCHEDULE-3**  
(See Clause 2.3.2 & 2.9.1)

**Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors.

Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

- (i) Potential consultant should not be privy to information from the Authority which is not available to others;
- (ii) Potential consultant should not have defined the project when earlier working for the Authority;
- (iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) no consultant should be involved in owning or operating entities resulting from the project; or
- (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For

example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants.

Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.