

**Government of India
Ministry of Railways**

RFP NO. 2006/LMB/14/51 (Patna) Dated 27.06.2007

**REDEVELOPMENT OF
PATNA RAILWAY STATION**

REQUEST FOR PROPOSAL

FOR APPOINTMENT OF

**ARCHITECT AND
TECHNICAL CONSULTANT**

FOR

**PREPARATION OF MASTER PLAN
AND FEASIBILITY REPORT**

(AMENDED VERSION 2 DATED 26.09.2007)

Railway Board
Rail Bhavan, Raisina Road
New Delhi – 110001
India

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 MOR 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 MOR to the prospective Applicants or any other party. The purpose of this RFP is to provide interested parties with information to assist in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by MOR 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 MOR, their 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. MOR accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

MOR, their 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 anyway in this Selection Process.

MOR 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.

MOR 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 MOR is bound to select or to appoint the selected/preferred applicant for the Consultancy and MOR 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 MOR or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and MOR 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.

GLOSSARY

Additional Costs	As in Item G of Form-2 of Appendix-II
Agreement	As defined in Clause 2.27
Applicant	As defined in Clause 2.1.1
Authorised Representative	As defined in Clause 2.12.3 (iii)
Public Building Projects	As defined in Clause 3.1.4
Chief Architect	As defined in Clause 2.1.3
Concession Agreement	As defined in Clause 1.1.3
Concessionaire	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 7.1 of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Documents	As defined in Clause 2.11
Effective Date	As defined in Clause 2.27
Eligible Applicant	As defined in Clause 2.2.1
Eligible Assignments	As defined in Clause 3.1.4
Tender Committee	As defined in Clause 1.6
Expatriate Personnel	As defined in Clause 1.1.1(g) of Schedule-2
FA	Form of Agreement as in Schedule -2
Feasibility Report or FR	As defined in Clause 4.6 of Schedule-1
Financial Proposal	As defined in Clause 2.14.1
Infrastructure Development Report or IDR	As defined in Clause 4.2 of Schedule-1
INR, Re, Rs.	Indian Rupee
IR	Indian Railways
Inception Report	As defined in Clause 5 (A) of Schedule-1
Key Date	As defined in Clause 6.2 of Schedule-1
Key Personnel	As defined in Clause 2.1.3
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Land Redevelopment Report	

or LRR	As defined in Clause 4.3 of Schedule-1
Manual	As defined in Clause 1.1.3
Master Plan	As defined in Clause 4.4.1 of Schedule-1
MCA	As defined in Clause 1.1.3
Mandatory Capex Report	As defined in Clause 4.5 of Schedule-1
MOR	As defined in Clause 1.1.3
MoU	Memorandum of Understanding
MPFR	Master Plan & Feasibility Report
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(k) of Schedule-2
Project	As defined in Clause 1.1.3
Project Manager	As defined in Clause 7.1 of Schedule-1
Professional Personnel	As defined in Clause 2.13.6
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
Resident Personnel	As defined in Clause 1.1.1(m) of Schedule-2
RFP	As defined in Disclaimer
Services	As defined in Clause 1.1.1(n) of Schedule -2
Selection Process	As defined in Clause 1.6
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix- II
Station	As defined in Clause 1.2
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub - Consultant	As defined in Clause 1.1.1(p) of Schedule-2
Support Personnel	As defined in Clause 2.13.6
Traffic Planning Report or TPR	As defined in Clause 4.1 of Schedule-1
Technical Proposal	As defined in Clause 2.13.1
TOR	Terms of Reference as in Schedule - I
Urban Planning Projects	As defined in Clause 3.1.4
US\$	United States Dollar

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

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1. INTRODUCTION

1.1 Background

- 1.1.1 Indian Railways (the “**IR**”) owns and manages one of the largest Railway networks of the world with over 64,000 Route Km and 7,000 Railway Stations. Operations of IR are overseen by Ministry of Railways, Government of India through 16 Zonal Railways headed by General Managers. IR carries more than 17.5 million passengers every day and some of the major Railway Stations handle passenger foot falls in the range of 100-200 million per annum. Most of the Railway Stations were built several decades ago and are experiencing infrastructural inadequacies to handle the ever increasing passenger traffic. The Railway Stations are also located in the middle of the cities and offer enormous scope for re-development and unlocking of asset value.
- 1.1.2 Ministry of Railways has decided to redevelop selected stations and develop new passenger terminals in cities where existing stations cannot meet the rising demand, into world class stations. These projects are to be executed with private sector partnership by leveraging the real estate development potential in the air space above the station and on railway land around the station. Key objective of these projects is to provide superior services to railway passengers at the stations by converting them into urban icons and standard-bearers of the cities. The construction, maintenance and management of facilities at these stations is proposed to be undertaken on Design, Build, Finance Operate and Transfer (DBFOT) basis by a private entity (the “**Concessionaire**”) to be selected through a competitive bidding process.
- 1.1.3 The President of India acting through Director Land & Amenities, Railway Board, Ministry of Railways (the “**MOR**”) has decided to undertake redevelopment of Patna Railway Station (the “**Project**”) through Public Private Partnership (PPP) on DBFO basis in accordance with the terms and conditions stated in the concession agreement to be entered with the Concessionaire (the “**Concession Agreement**”), and has decided to appoint an Architect & Technical Consultant, a

Financial Consultant and a Legal Adviser for developing a Master Plan, Feasibility Report and Project Documents. Further, a Manual of Standards and Specifications for Railway Stations (the “**Manual**”), which will form part of the Concession Agreement by reference thereto, is also being prepared through a separate consultancy assignment. The Financial Consultant will develop the revenue model, prepare bid documents based on model documents to be provided by MOR, and will assist MOR in the bidding process. The Legal Adviser will review the draft concession agreement based on a Model Concession Agreement for redevelopment and modernisation of Railway Stations through Public Private Partnership (the “**MCA**”) to be provided by MOR.

1.2 Request for Proposal

MOR now invites Proposals (the “**Proposals**”) for appointment of an Architect & Technical Consultant (the “**Consultant**”) for preparation of Master Plan including land use, urban design and associated parameters and Feasibility Report in accordance with the TOR (collectively the “**Consultancy**”) for redevelopment of Patna Railway Station including the surrounding railway land, having a total area of approx. 20 hectares (the “**Station**”).

MOR intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to MOR and the Project site, sending written queries to MOR, and attending a Pre-Bid Conference on the date and time specified in Clause 1.10.

1.4 Availability of RFP Document

RFP document can be obtained between 11:00 hrs and 16:00 hrs on all working days on payment of a fee of Rs. 5,000 (Rupees Five Thousand only) in the form of a crossed cheque drawn on any Scheduled Bank in India in favour of **FA & CAO, Northern Railway and payable at Delhi**. The document can also be downloaded from the Official

Website of the Ministry of Railways. In case of a downloaded form, the Applicant needs to deposit the aforesaid fee prior to participating in the Pre-Bid Conference or at least five working days prior to submitting the Proposal.

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

MOR intends to follow a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 by a tender committee (the “**Tender Committee**”), to be appointed by MOR. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, the financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4.

1.7 Currency conversion rate

For the purposes of technical evaluation, Rs. 41 per US \$ shall be considered as the applicable currency conversion rate. All payments, however, shall be made in INR and the exchange risk, if any, shall be borne by the Applicant.

1.8 Schedule of Selection Process

MOR would endeavour to adhere to the following schedule:

Event Description	Estimated Date
1. Last date for receiving queries/clarifications	15 days prior to PDD
2. Pre-Bid Conference	About 12 days prior to PDD
3. MOR response to queries	7 days prior to PDD
4. Proposal Due Date or PDD	5.10.2007

- | | |
|--------------------------|-----------------------|
| 5. Letter of Award (LOA) | Within 15 days of PDD |
| 6. Signing of Agreement | Within 10 days of LOA |

1.9 Pre-Bid visit to the Station and inspection of data

Prospective applicants may visit the Station and inspect the site and data at any time prior to PDD. For this purpose, they will provide at least 2 days' notice to the nodal officer specified below:

Mr. Dalbir Singh
CPDE, East Central Railway, Hajipur
Phone: +91-6224-272643
Mobile: +91-9431011524
Email: dceplg@yahoo.co.in

However, for the convenience of the Applicants, a pre-bid visit to the Station has been arranged on September 14, 2007, Friday, at 11:00 Hrs. The Applicants who desire to avail themselves of this facility may visit the Station Manager's Room at Patna Junction on the date and time mentioned herein.

1.10 Pre-Bid Conference

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

Date: 18.9.2007 (Tuesday)

Time: 11:00 hours

Venue: Committee Room,
2nd Floor, Rail Bhavan,
Railway Board,
Raisina Road,
NewDelhi-110001

1.11 Communications

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

Director, Land & Amenities,
Ministry of Railways, Railway Board,

Room No.-110, Rail Bhavan,
Raisina Road,
New Delhi-110001 (India)
Phone: +91-11-23070226 Fax: +91-11-23070226
Email: dla@rb.railnet.gov.in

1.11.2 The Official Website of MOR is:

<http://www.indianrailways.gov.in>

Note: Please open the page 'Railway Tenders' and then page 'Land and Amenities' to access all the posted and uploaded documents related to this RFP.

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

RFP Notice No. 2006/LMB/14/51 (Patna) dated 27.06.2007

MASTER PLAN & FEASIBILITY REPORT

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 related with this Consultancy are specified in this RFP. In case an applicant firm considers that it possesses the requisite experience and the 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 MOR through the Selection Process specified in this RFP. Applicants will be deemed to have understood and agreed that no explanation or justification of any aspect of the Selection Process will be given and that MOR’s decisions are without any right of appeal whatsoever.

2.1.3 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
Chief Architect-cum-Team Leader (the “ Chief Architect ”)	<p>He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Master Plan and Feasibility Report.</p> <p>He shall devote at least 30 working days on project site and another 30 working days offsite.</p>

Station Layout Expert	<p>He will be responsible for the planning and layout of various elements of the Station.</p> <p>He shall devote at least 30 working days on project site and another 15 working days offsite.</p>
Construction Expert	<p>He will be responsible for suggesting the construction methodology including the temporary diversion plans for redevelopment of the Station.</p> <p>He shall devote at least 30 working days on project site and another 15 working days offsite.</p>
Transport Planning Expert	<p>He will be responsible for suggesting the scheme for road connectivity, entry/ exit to the Station, flyovers, parking, etc. including temporary traffic diversion for construction.</p> <p>He shall devote at least 30 working days on project site and another 15 working days offsite.</p>
Environmental Expert	<p>He will be responsible for Environmental Impact Assessment.</p> <p>He shall devote at least 20 working days on project site and another 15 working days offsite.</p>

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the Conditions of Eligibility criteria (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility (the “**Eligible Applicants**”) will be considered for evaluation.

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

- (A) **Technical Capacity:** The Applicant shall have, over the past 7 (seven) years preceding the Proposal Due Date, undertaken a minimum of five Eligible Assignments.
- (B) **Financial Capacity:** The Applicant shall have received a minimum income of Rs.100 million per annum from professional fees during each of the three years preceding the Proposal Due Date.

(C) **Availability of Key Personnel:** The Applicant must have had the Chief Architect on its roll for more than 12 months as on the PDD. It shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility criteria for Key Personnel:** Each of the Key Personnel must fulfil the minimum Conditions of Eligibility criteria specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Chief Architect	Masters/ Bachelor in Architecture or equivalent	20 years	He should have led the architectural or master planning teams for five Eligible Assignments.
Station Layout Expert	Masters/ Bachelor in Architecture or equivalent	15 years	He should have worked as Station Layout Expert /Station Architect for five Eligible Assignments relating to metro or railway stations.
Construction Expert	Masters/ Bachelor in Civil Engineering or equivalent	15 years	He should have led the construction planning/ supervision teams for five Eligible Assignments.
Transport Planning Expert	Masters/ Bachelor in Architecture/ Planning or equivalent	15 years	He should have led the transport planning teams for five Eligible Assignments.
Environmental Expert	Masters/ Bachelor in Environmental Science or equivalent	10 years	He should have led the environmental impact assessment teams for five Eligible Assignments.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its revenues from professional fees during the past three years and the payments received in respect of each of the Eligible Assignments specified in the Proposal.
- 2.2.4 The Applicant should submit a Power of Attorney in the format specified at Form - 4 of Appendix-I, authorising the signatory of the Proposal to commit the Applicant.
- 2.2.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant should, in the last three years, have 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, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 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. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest, as specified in this Clause 2.3 or otherwise (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 2.3.2 MOR requires that the Consultant provide professional, objective, and impartial advice and at all times hold MOR’s interests paramount, avoid conflicts with other assignments or their own corporate 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

¹ No separate annual financial statements should be submitted.

its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of MOR.

2.3.3 Without limitation on the generality of the foregoing, the Consultant, and any of its associates shall be considered to have a Conflict of Interest and shall not be selected under any of the circumstances set forth below:

- (a) If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to MOR for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
- (b) A firm which has been engaged by MOR to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same Project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the same project.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services) and any breach of this obligation shall be construed as Conflict of Interest.

2.4 Number of Proposals

Each Applicant shall submit only one (1) Proposal, in response to this RFP. Any Applicant, who submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of each of the consortia of which it is a member.

2.5 Proposal and other costs

The Applicant shall be responsible for all of the costs associated with the preparation of its Proposal and subsequent negotiation, including visits to MOR, project site etc. MOR 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 and site visit

2.6.1 Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the location, surroundings, access to the Station, climate, availability of drawings and other data with MOR, applicable laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.6.2 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 MOR; and
- (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 MOR or relating to any of the matters referred to in Clause 2.6.1 above.

2.6.3 MOR 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 MOR.

2.7 Right to accept any Proposal and to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, MOR 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.

2.7.2 MOR reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by MOR, the supplemental information sought by MOR for evaluation of the Proposal.

Such misrepresentation/ improper response would lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then MOR reserves the right to:

- (i) consider the next best Applicant; or
- (ii) take any such measure as may be deemed fit in the sole discretion of MOR, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the contents as listed below and would additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Request for Proposal

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

Schedules

1. Terms of Reference
 2. Form of Agreement
- Annex-1: Terms of Reference
- Annex-2: Manning Schedule
- Annex-3: Estimate of Personnel Costs
- Annex-4: Approved Sub-Consultant
- 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: Experience of Applicant
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- Form 10: Eligible Assignments of Applicant
- Form 11: Eligible Assignments of Key Personnel
- Form 12: CV of Professional Personnel
- Form 13: Deployment of Personnel
- Form 14: Work Program
- Form 15: Survey and Field Investigations
- Form 16: Proposal for Sub-Consultant

Appendix - II Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Costs

2.9 Clarifications

- 2.9.1 Any queries or request for additional information concerning this RFP shall have to be submitted in writing not later than 15 days before Proposal Due Date. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP"

MOR would endeavour to respond to the queries not later than 7 days before Proposal Due Date. The responses will be sent by fax or e-mail. MOR will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.9.2 MOR reserves the right not to respond to questions raised or provide clarifications sought, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring MOR to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, MOR 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 Addendum/ Amendment.

- 2.10.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendment will also be posted on the Official Website and will be binding on all Applicants.

- 2.10.3 In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, MOR may, at its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and related correspondence shall be in the 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, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

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

- 2.12.2 The Applicant shall prepare and submit only one original set of the Documents.

- 2.12.3 The Proposal shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorised person (the “**Authorised Representative**”) holding the Power of Attorney, in case of a Limited Company or a corporation; or

- (iv) 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 or a notary public on the specified form shall accompany the Proposal.

- 2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by MOR, 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 2.16.1. Applicants will normally not be asked to provide additional material information or documents subsequent to the date of submission, and such unsolicited material if submitted will be summarily rejected.

2.13 Technical Proposal

- 2.13.1 The Technical Proposal of the Applicant, complete in all respects, shall be made in the forms specified at Appendix-I (the “**Technical Proposal**”).
- 2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - (a) CVs of all Professional Personnel have been submitted;
 - (b) no Key Personnel has been proposed if he does not meet the requirements laid down at Clause 3.1.3 of the RFP;
 - (c) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - (d) each CV has been recently signed in blue ink by the Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
 - (e) each CV shall contain an undertaking from the Key Personnel about his/her availability for the duration specified in the RFP; and

- (f) the Personnel proposed possesses good working knowledge of English language.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes an averment regarding his qualification, experience, age, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment in Indian Railways. The award of this Consultancy to the Applicant shall also be liable to cancellation in such an event.

2.13.5 The Technical Proposal must not include any financial information.

2.13.6 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 2.1.3 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 should also be submitted in the format at Form-12 of Appendix-I. Such CVs submitted by the successful Applicant shall be examined at the time of negotiation.

2.13.7 An Applicant may also propose suitable Sub-Consultant in specific areas of expertise. Credentials of such firms should be submitted in Form-16 of Appendix-I, which will be examined at the time of negotiation. Such Sub-Consultant will, however, not be a substitute to any Key Personnel.

2.13.8 MOR reserves the right to verify all or any statements, documents, information and data submitted by the Applicant to confirm the Applicant’s claim with respect to Conditions of Eligibility, experience and capabilities.

2.13.9 If at any later date, it is found that any Document, information, statement or data submitted by the Applicant, based on which the

Applicant has been considered eligible, or successful is found to be incorrect or false in material particulars or misleading, MOR reserves the right to declare such Applicant as ineligible and to forthwith disqualify it or to reject its Proposal or to terminate the Agreement, as the case may be, and to appropriate the Bid Security or the Performance Security, as the case may be, towards reimbursement of MOR's costs and as mutually agreed genuine estimated loss and damage to MOR, without being liable to the Applicant for the same in any manner whatsoever.

2.14 Financial Proposal

2.14.1 The financial proposal of the Applicant, complete in all respects, shall be made in the forms specified in Appendix-II (the “**Financial Proposal**”).

2.14.2 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, geo-technical investigations 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 except those specified in Item G IV of Form -2 at Appendix-II.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on

the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by MOR and will ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by MOR, the latter shall prevail.

- 2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of MOR, RFP Notice no., Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Tender Committee”

If the envelope is not sealed and marked as instructed above, MOR assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

- 2.15.3 This outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**.
- 2.15.4 The Technical Proposal and Financial Proposal must be prepared in indelible ink and must be signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.15.5 The Proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Applicants themselves, in which cases such corrections must be initialed by the person or persons signing the Proposal.
- 2.15.6 The completed Proposal must be delivered on or before the specified time on Proposal Due Date.
- 2.15.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.15.8 Proposals submitted by fax or telegram or e-mail will not be accepted. MOR reserves the right to reject any Proposal that is not submitted according to instructions stipulated in the RFP.

2.15.9 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Master Plan and Feasibility Report by MOR and discharge of all obligations of the Consultant under the Agreement.

2.16 Proposal Due Date

2.16.1 Proposal should reach MOR before 11:00 hrs on the Proposal Due Date at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex or e-mail will not be acceptable.

2.16.2 MOR may, in exceptional circumstances and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.17 Late Proposals

Proposals received by MOR after the date and time specified in Clause 2.16 shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by MOR by the specified time on Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the specified time on Proposal Due Date.

2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- 2.18.3 Any alteration / modification in the Proposal or additional information material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by MOR, shall be disregarded.

2.19 Bid Security

- 2.19.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs.1,00,000 (Rs. one lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks of India in favour of the FA & CAO, Northern Railway payable at Delhi, returnable not later than 30 days from PDD except in case of the two highest ranked Applicants as required in Clause 2.23.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.28, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security not later than 120 days from PDD.
- 2.19.2 MOR shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Bid Security so deposited will be returned without interest to Applicants whose Proposals are not accepted.
- 2.19.3 Any Bid not accompanied by the Bid Security shall be rejected by MOR as non-responsive.
- 2.19.4 Save as provided in Clause 2.19.1 above, the Bid Security of unsuccessful Applicants will be returned by MOR, without any interest, as promptly as possible on acceptance of the Proposal of the successful Applicant or when the Selection Process is cancelled by MOR.
- 2.19.5 The successful Applicant's Bid Security will be returned, without any interest, upon the Applicant signing the Agreement and furnishing the Inception Report in accordance with the provisions thereof.
- 2.19.6 MOR shall be entitled to appropriate the Bid Security as mutually agreed genuine pre-estimated compensation/ damages to MOR in any of the events specified in Clause 2.19.7
- 2.19.7 The Bid Security shall be forfeited and appropriated by MOR as mutually agreed loss and damage payable to MOR for, inter alia, time, cost and effort of MOR in regard to the RFP without prejudice to MOR's any other right or remedy under the following conditions:

- a) 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, or
- b) In the case of a successful Applicant, if the Applicant fails to sign the Agreement within the specified time limit, and /or fails to submit the Inception Report within the specified time; or
- c) If the Applicant commits any breach of the terms of this RFP or is found to have made a false representation to MOR.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 MOR would open the Proposals within an hour of the designated deadline for receiving Proposals. The packets marked “Technical Proposal” will be opened in front of the representatives of the Applicants present at that time. The packet marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.20.3 Prior to evaluation of Proposals, MOR will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- (a) is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
- (b) is signed, sealed and marked as stipulated in Clause 2.12 and 2.15;
- (c) is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
- (d) contains all the information as requested in the RFP;
- (e) contains information in the forms specified in this RFP; and
- (f) fulfils the Conditions of Eligibility.

- 2.20.4 MOR reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MOR in respect of such Proposals.
- 2.20.5 MOR would 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.
- 2.20.6 After the technical evaluation, MOR would prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to remain present. MOR will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.
- 2.20.7 Applicants are advised that Selection will be entirely at the discretion of MOR. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.20.8 Any information contained in the Proposal shall not in anyway be construed as binding on MOR, its agents, successors or assigns, but shall be binding against the Applicant if any Consultancy is subsequently awarded to it under the Selection Process on the basis of such information.
- 2.20.9 MOR reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

2.21 Confidentiality

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 MOR in relation to, or matters arising out of, or concerning the Selection Process. MOR will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. MOR will 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 MOR.

2.22 Clarifications

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

2.22.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, MOR 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 of such interpretation of MOR.

E. APPOINTMENT OF CONSULTANT

2.23 Negotiations

2.23.1 The first ranked Applicant shall 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, etc. shall be discussed during negotiations. Those Key Personnel of the Applicant who did not score 70% marks as required under Clause 3.1.2 would have to be replaced by the Applicant with a better candidate to the satisfaction of the Tender Committee. Any substitution of Key Personnel on the request of the Consultant during negotiation shall be as specified in Clause 2.24.1. In case the first

ranked Applicant fails to reconfirm his commitment, MOR reserves the right to invite the next ranking Applicant for negotiations.

2.23.2 MOR will examine the CVs of all other Professional Personnel and those who are not found suitable shall have to be replaced by the Applicant to the satisfaction of MOR.

2.23.3 MOR will examine the credentials of all Sub-Consultant proposed for part of this Consultancy and those not found suitable shall have to be replaced by the Applicant to the satisfaction of MOR.

2.24 Substitution of Key Personnel

2.24.1 MOR will not normally consider request of the selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of the 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 due to health subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Tender Committee.

2.24.2 Once the Agreement has been signed, MOR expects all the proposed Key Personnel to be available during implementation of the Agreement. MOR will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of MOR. Such substitution shall be subject to reduction of remuneration equal to 20% of the remuneration specified for the original Key Personnel.

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

2.25 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify MOR for any direct loss or damage that is caused due to any deficiency in services.

2.26 Award of Consultancy

After negotiations with the successful Applicant, MOR shall consider the Applicant for award of Consultancy by issuing a letter of award (the “**Letter of Award**” or “**LOA**”). If negotiations fail, MOR may invite the second ranked Applicant for negotiations provided its financial offer is not higher than that of the first ranked Applicant or otherwise if the second ranked Applicant is willing to match the financial offer of the first ranked Applicant without any dilution in the Technical Proposal.”

2.27 Execution of Agreement

The Consultant shall sign an agreement in the form specified at Schedule-2 (the “**Agreement**”), within 10 days of the issue of LOA. The Agreement shall come into force and effect on the date of signing which shall be deemed to be the effective date (the “**Effective Date**”).

2.28 Commencement of Assignment

The Consultant shall commence the Services at the project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, MOR may invite the second ranked Applicant for negotiations.

2.29 Proprietary data

All documents and other information supplied by MOR or submitted by an Applicant to MOR shall remain or become the property of MOR. Applicants are to treat all information as strictly confidential. MOR will not return any Proposal or any information provided along therewith.

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 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest 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 Chief Architect scores less than 70% or any two of the remaining four Key Personnel score less than 70%. In case the selected Applicant has one Key Personnel, other than Chief Architect, who scores less than 70%, he would have to be replaced during negotiations, with a better candidate who, in the opinion of MOR, would score 70% or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Criteria	Marks	Criteria
1.	Firm's Relevant Experience	25	70% of the maximum marks shall be awarded for the number of Eligible Assignments for architectural planning, master plan or urban design undertaken by the Applicant firm. The remaining 30% shall be awarded for the comparative size and quality of Eligible Assignments.
2.	Proposed methodology and Work Plan	5	Evaluation will be based on the quality of submissions.
3.	Relevant Experience of the Key Personnel	70	70% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on, as described below. The remaining 30% shall be awarded for the comparative size

			and quality of Eligible Assignments.
3a	Chief Architect	30	As leader or head of the architectural or master planning team for Eligible Assignments.
3b	Station Layout Expert	12.5	As Station Layout Expert or Station Architect on railway or metro stations, which are Eligible Assignments.
3c	Construction Expert	10	As leader of the construction planning/ supervision teams (e.g. chief construction manager, chief resident engineer etc.) for Eligible Assignments.
3d	Transport Planning Expert	10	As leader of the transport planning teams or sole expert (e.g. chief transport planning expert etc.) for Eligible Assignments.
3e	Environmental Expert	7.5	As leader of the environmental impact assessment teams or sole expert (e.g. chief environmental expert etc.) for Eligible Assignments.
Grand Total		100	

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of architectural planning, master plan, urban design, construction, transport planning or environmental studies, as the case may be, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Development of a railway station, metro station, metro rail system, airport or other urban building complex dedicated for public use (e.g. sports complex, exhibition complex, convention centre etc.) and having an estimated capital cost (excluding land) of at least Rs. 500 million in case of a project in India, and US \$ 50 million for projects elsewhere (the “**Public Building Projects**”).

- (ii) Development of urban projects (such as district centres, shopping malls, educational campus etc.) covering an area of 5 hectares each or more and having an estimated capital cost of at least Rs. 2,000 million (excluding land) in case of a project in India, and US \$ 100 million for projects elsewhere (the “**Urban Planning Projects**”).
- (iii) The Applicant firm claiming credit for the assignment should have, prior to PDD, received professional fees of at least Rs. 10 million for the respective assignment. Where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

3.1.5 One Eligible Assignment relating to a metro or railway station or airport shall be scored as two Eligible Assignments if the capacity of such station or airport is at least 10 million and 5 million passengers per annum respectively.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, MOR may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 70 points; provided that in such an event, the total number of pre-qualified and short-listed Applicants will normally not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 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).
- 3.3.2 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
- 3.3.3 The Tender Committee 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 fulfil 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)

3.4 Combined and Final Evaluation

- 3.4.1 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, T_w and F_w are weights assigned to technical and financial Proposals that shall be 0.8 and 0.2 respectively.

- 3.4.2 Generally, the successful Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited for negotiations in case the first-ranked Applicant withdraws, fails to comply the requirements specified in Clause 2.23, fails to sign the agreement as specified in Clause 2.27 or fails to commence the assignment as required in Clause 2.28.

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. MOR shall reject a Proposal if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process.
- 4.2 For the purposes of Clause 4.1, the terms set forth are defined as follows:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Selection Process;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence the Selection Process;
 - (c) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Selection Process;
 - (d) “undesirable practice” means establishing contact with any person connected with or employed with MOR with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; 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-BID CONFERENCE

- 5.1 A Pre-Bid Conference of the interested parties shall be convened at the date and time specified in Clause 1.10 or at such other time as MOR may notify. Applicants who have paid the fee specified in Clause 1.4 shall be eligible for participation in the Pre-Bid Conference.. A maximum of two representatives of each Applicant shall be allowed to participate on production of a letter of authority from the Applicant alongwith a copy of the receipt for payment of the aforesaid fee.

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 jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 MOR, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or the dates or other terms and conditions relating thereto;
 - (b) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to MOR 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 MOR, 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 MOR or submitted by an Applicant shall remain or become the property of MOR. Applicants are to treat all information, as strictly confidential. MOR will not return any submissions.
- 6.5 MOR reserves the right to make inquiries with any of the Clients listed by the Applicants in their previous experience record.

- 6.6 Applicants or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the Applicant.
- 6.7 Applicants are advised that MOR will not respond to any enquiries or enter into communication concerning or relating to Selection Process.

SCHEDULES

SCHEDULE - 1

TERMS OF REFERENCE**1. Introduction of the Station**

1.1 Patna Railway Station is centrally located in the city of Patna, the capital of Bihar. It is a junction station situated at the intersection of Patna-Gaya branch line and Mughalsarai-Jhajha main line on East Central Railway. At present the station is handling approx. 20 million passengers per annum which is likely to increase to 50 million passengers by 2050. Every day, 68 pairs of mail/express trains and 25 pairs of suburban/commuter trains arrive/depart from 9 existing platforms of this station. One more platform is under construction and is likely to be completed by the end of 2007. The Station can be approached both from the north and the south side. The main station building is located on the north side (old city side) and the other entry is from the south side.

1.2 North side approach

From city side, i.e. north side, the main entry/exit to the Station is from the round about on Frazer Road by the side of Hanuman temple, an old popular temple of Patna. The width of entry/exit is 34.2 m with a central verge of 4.6m. Because of the temple on one side and a milk market on the other side, the area remains crowded. In addition to the above, there are three narrower exit/entry points on north side ranging from 4.5m to 14m which are also congested.

1.3 South side approach

On the south side, the Station can be approached through a narrow approach road, 14 m wide. Both sides of the approach road, have private buildings, shops etc. Further down the south side at west end, the Loco Colony is located along Patna – Gaya branch line and on east side of the Station, a Railway Hospital is being constructed.

1.4 Additional Platforms, Washing Lines and Stabling Lines

No additional platforms can be constructed at Patna Railway Station because of congestion and non-availability of land. Additional washing

lines, stabling lines etc. can only be planned at adjoining stations like Danapur, Patliputra (new Station being planned) or other adjoining stations.

- 1.5 The Station consists of the main Station building on the north side and a small building with ticket booking/reservation facilities on the south side. Platforms are only partially covered with platform sheds. Two foot over-bridges (FOBs) connect the 9 platforms and the circulating areas on either side. A third FOB is under construction and is expected to be completed by December 2007. The same platform space is used for loading / unloading of parcel, linen, and catering supplies and for boarding / alighting of passengers. The Station is congested in terms of train operations, passenger and parcel handling, road traffic, pedestrian movement etc. The Station serves the state capital and several prestigious trains originate and pass through it. The proposed project is for redevelopment of the Station and its surrounding areas into a modern world class station with superior services for passengers, train operation and associated facilities.

2. Objective

The objective of this consultancy (the “**Objective**”) is to prepare a proposal to upgrade the Station and its surroundings into a world class passenger terminal in a manner which ensures:

- (a) superior passenger services catering to average annual traffic equal to twice the average traffic at the Station in 2006-07;
- (b) superior train operation (including allied services e.g. parcel, posts etc.) and maintenance facilities affording greater flexibility and enhanced operational efficiency for IR;
- (c) smoother and safer road traffic flow to and from the Station, superior road connectivity with the city and adequate parking within the station premises and ;
- (d) modern and improved offices, residential quarters and other facilities for railway staff on the railway land surrounding the station;
- (e) overall improvements in the urban standards of the area for residents and road commuters;

- (f) creation of an urban icon and standard-bearer of a modern vibrant city;
- (g) least possible inconvenience to passengers, road commuters and residents during construction;
- (h) adequate commercial development along with the station to facilitate an optimal revenue model suitable for the above public policy goals and attractive for PPP; and
- (i) harmonious and complementary co-existence of the railway terminal and the real estate proposed to be developed.

3. Scope of Services

- 3.1 The Consultant shall prepare a Master Plan for redevelopment of the Station and its surroundings on the entire 20 hectares of railway land extending from Mithapur road over bridge (ROB) to Cheryiatand ROB. The land covered by tracks at the Station and yard constitute about 4.05 hectares and air space above such tracks may also be utilized by the Consultant. The Consultant shall follow the applicable laws, bylaws and Master Plan of the city with a view to enabling an 'in principle' approval of municipal authorities.
- 3.2 MOR expects that the first phase of the redevelopment of the Station and its surroundings should be completed by March 2010. The Consultant shall determine the phasing of the Master Plan of the Station taking this into account.
- 3.3 In case any of the existing offices, staff quarters, rest houses and other buildings on the railway land surrounding the Station need to be rebuilt to suit the Master Plan, the Consultant shall suggest a suitable resettlement plan based on the principle that new accommodation should be ready before the existing one is to be vacated. Only in exceptional and unavoidable situations, shifting establishments to a temporary accommodation should be resorted to.
- 3.4 MOR envisages that the redeveloped Station would have a segregation of arrival and departure areas through suitably planned passenger concourse above and subways below the passenger platforms. A well planned road network has to be designed to connect directly the concourse level from both North and South side of the Station. The

Concourse could function as the departure area while the ground level connected to platforms could function as the arrival area.

- 3.5 At present, the trains arriving at this Station take undue time owing to non-availability of platforms and crossing of the yard at slower speed. MOR intends to overcome this bottleneck through improved station management system and capacity augmentation to be suggested by the Consultant in the Master Plan and Feasibility Report.
- 3.6 The Consultant shall use the latest traffic engineering and transport planning tools to improve the connectivity of the Station with the city through use of various means involving but not limited to widening of existing roads, flyovers above existing roads as well as the railway yard, improvement of existing geometry etc. Necessary traffic surveys shall be carried out by the Consultant with a view to formulating the traffic plan.
- 3.7 The Consultant shall include public spaces like parks, fountains etc. in the proposed Master Plan.
- 3.8 While preparing the Master Plan and Feasibility Report of the redeveloped Station, the Consultant shall generally follow the standards and specifications laid down in the Manual. The basic objective underlying the Master Plan is to develop a schematic plan for handling train and passenger operations, besides provision of facilities for maintenance and operations. It shall also include optimal plans for real-estate development and allied facilities such as parking, inter-modal transfer and in-coming/outgoing road traffic at the Station.
- 3.9 The Feasibility Report to be prepared by the Consultant will not require any detailed design of the project components, but will necessarily contain the preliminary designs and sufficient details to judge the constructability and feasibility of various layouts. The Concessionaire may propose alternate lay-outs on the ground of relative economics of such solutions, but these must not be challengeable on architectural, technical or practical considerations. It will be the Consultant's responsibility to fully defend the solutions proposed by him should these be questioned by MOR or the Concessionaire at any stage of the bidding process for award of concession.

- 3.10 MOR is at present constructing one additional platform (Platform No. 10) on south side, one new FOB (Foot Over Bridge), a super specialty hospital, cable stayed bridge on the east side of Patna Railway Station and the Mithapur ROB. 'As built' drawings of all structures and buildings will not be available with MOR and the Consultant shall have to conduct its own ground surveys and prepare 'as-built' drawings for inclusion in the Feasibility Report. The Consultant shall be responsible for the accuracy of the physical and ground details, such as reduced levels, alignment of roads, details of existing structures on the proposed development area, land use details, utilities (telephone lines, Over Head Equipment (OHE), HT/LT lines, water supply, drainage/gas lines and OFC cables, etc), trees and other plantation, access to adjacent properties from rail land boundary etc. The site plan will be made available by the Zonal Railways but this will not be an accurate digital drawing and the Consultant shall carry out his own field surveys, reconfirmation of bench marks, study of complementary documents and such other methods as may be necessary.
- 3.11 While the Consultant shall not be responsible for detailed design, he shall be fully responsible for conceptualizing the vision of redeveloping the Station into a world class station for MOR to provide superior services to railway passengers. He shall also assist MOR in the technical aspects of the bidding process for award of a concession to the Concessionaire.
- 3.12 The Consultant shall provide a complete dimensioned layout of the proposed project superimposed on the detailed site plans to enable the prospective bidders to prepare realistic bids and the selected bidder (Concessionaire) to fully appreciate his responsibility under the Concession Agreement at the construction, operation and transfer stage. He shall supplement the proposed layout with explanatory drawings, statements, charts, notes, etc. and provide preliminary cost estimates. He shall also provide sufficient information in the Feasibility Report which shall help the Financial Consultant to appraise the project before the bids are invited, and the bidders to do due diligence before submitting their respective bids.
- 3.13 While commercial development at the Station and surrounding railway land is not the main objective of this project, it nevertheless is essential for financing part of the project costs. Hence, the Consultant shall

identify adequate commercial space above the station building, in the air space above track, in the two circulating areas and on the surrounding land so that a PPP model based on Design Build Finance Operate and Transfer (DBFOT) is feasible for a reasonable period of concession of say 25-35 years. However, any such commercial development should be able to co-exist with the passenger terminal in a complementary and harmonious manner.

- 3.14 This redevelopment project envisages a huge challenge in carrying out construction activities without unduly disturbing the public, railway staff, passengers, train operations and above all the environment. The Consultant must address this challenge by identifying the minimum required diversion of trains; planning viable temporary diversion plans for passengers, pedestrians and road traffic; and suggesting suitable construction methodology using modern construction techniques and equipments.
- 3.15 MOR expects that the Concept Plan prepared by the Consultant should duly take into account the possibility of future quadrupling of the Delhi-Howrah main line (double track at present). It should provide for expansion of the Station at a future date when the traffic exceeds double the present volume. The Consultant shall, in consultation with MOR, also explore the feasibility of providing space for additional rail corridor passing through the Station at a future date. The Master Plan should anticipate and suitably allow for such developments. The Master Plan should also take into account the possibility of re-location of some of the existing private buildings in order to widen the access to the Station.
- 3.16 The Consultant shall assist the Financial Consultant and the Legal Adviser by furnishing such clarifications as may be required for proper legal and financial appraisal. Once the bid documents are released, he shall prepare replies to the written queries made by the bidders on the technical aspects of the bid documents. He shall take part in the pre-bid conference for award of concession and furnish such technical clarifications as may be called for.
- 3.17 The Manual of Standards and Specifications shall form part of the Concession Agreement by reference and the Consultant shall conform to the provisions thereof in the preparation of Master Plan and

Feasibility Report. However the Consultant may, if necessary, recommend deviations from the Manual with justifications thereof.

4. Preparation of Reports

In pursuance of this TOR the Consultant shall prepare the following Reports as a part of this Consultancy:

4.1 Traffic Planning Report

The Consultant shall review the existing road connectivity of the Station with the city and recommend improvements in approaches, development of new flyovers, and connectivity to the nearby road over bridges for better and smooth road traffic flow to and from the Station. The report shall be delivered as the Traffic Planning Report (the “TPR”)

4.2 Infrastructure Development Report

The Consultant shall review the existing infrastructure at the Station and train maintenance sidings and this shall include but not be limited to condition of assets, capacity, location etc. and shall suggest improvements, up-gradation and the requirements of additional infrastructure for achieving the Objective. The Consultant shall also suggest whether the passenger and train handling capacities could be increased beyond what is at present envisaged as described in this RFP and if so the additional infrastructure needed thereof. In case such additional facilities cannot be accommodated at the Station, the Consultant shall review the adjacent stations and suggest additional infrastructure needed at those stations so that together the train handling and maintenance facilities meet the targeted passenger handling capacity at the Station. The report shall be delivered as Infrastructure Development Report (the “IDR”).

4.3 Land Redevelopment Report

The Consultant shall review the existing land use (such as buildings, structures, access roads, trees, green areas etc.) on the railway land surrounding the Station and measuring approx. 20 hectares. The review shall include, but not be limited to the condition of assets, need for replacement, possibility of shifting to new locations and the permissible land use in the area. The Consultant shall suggest

improvements, relocation, rebuilding, additional civic amenities and the possibility of release of space for improvement in road network and commercial development. The report shall be delivered as the Land Redevelopment Report (the “**LRR**”).

4.4 Master Plan

- 4.4.1 The Consultant shall prepare a Master Plan (the “**Master Plan**”) comprising the land use, architecture, urban design and associated parameters for the redevelopment of the Station and its surroundings into a world class passenger terminal in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination for designing a truly urban icon. The Consultant shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide MOR a range of options to choose from. These alternatives shall be presented at an intermediate stage before draft submission stage and further detailing will be done for the alternative selected by MOR. However, the Consultant might be asked to further sufficiently detail the other alternatives for allowing MOR to make a selection.
- 4.4.2 The Consultant shall study the profile of passenger and non-passenger users of the Station for such aspects as including but not limited to their socioeconomic condition, paying capacity, their travel and behavioural patterns, time-spends at the Station etc. and bring out essential elements of services to be provided at the Station for achieving the Objective.
- 4.4.3 The Consultant shall provide sufficient details of commercial space that can be built above the station and other service buildings, in the air space above railway tracks and on surrounding railway land so that the prospective bidders are able to appreciate the non-operational revenue potential of the entire development with a fair degree of predictability. The Consultant shall study and take into account the urban land use, development norms, Floor Area Ratio (FAR) and all other such requirements as laid down by the applicable laws and regulations.
- 4.4.4 The Consultant shall study the traffic pattern of the area taking into account the future planned developments of the railways and other urban transport systems, and the impact the redevelopment of the

Station and its surroundings is going to have on it. Based on such study the Consultant shall prepare the plan for redevelopment of road network, pedestrian walkways, subways, traffic integration, parking etc.

- 4.4.5 The Consultant shall provide for adequate public space such as parks, fountains, amphitheatre and green landscaping in the plan so that the redevelopment project makes value addition to the quality of life of railway staff, residents and station-users.
- 4.4.6 While preparing the Master Plan, the Consultant shall integrate the recommendations contained in the TPR, IDR and LRR.
- 4.4.7 The Master Plan should be submitted in two parts. Part I should be the Master Plan for the Station and Part II should be the Redevelopment Plan of the surrounding railway land. Part I shall include but not be limited to floor plans, ground plan, L-sections, cross-sections, passenger and operational facilities and perspective views of the proposed Station complex comprising station buildings, commercial developments, circulating areas, landscaping etc.. Part II shall include the General Arrangement Drawings, land use, road network, flyovers, commercial developments etc. for the entire 20 hectares of railway land.

4.5 Mandatory Capital Expenditure (Capex) Report

- 4.5.1 The Consultant shall prepare a phasing plan for implementation of the Master Plan. The first phase of the plan is to be completed by March 2010. The Consultant shall identify and prepare an exhaustive list of works to be included in the first phase in a manner that is feasible and which improves passenger services at the Station. The description of other phases of works, including commercial development outside the Station may only be indicative.
- 4.5.2 The Consultant shall classify the various elements of infrastructure proposed in the IDR into those that are independent of the commercial development the Concessionaire is going to undertake and those that are directly linked to commercial development. The former would be treated as mandatory developments to be provided by the Concessionaire as part of the first phase and a preliminary cost estimate for these works shall be worked out by the Consultant. In

order to do this, the Consultant shall prepare a list of such works for the station operating area, train maintenance area, essential operational facilities, passenger areas, parking/circulating areas, inter-modal interchange, traffic dispersion and road connectivity.

- 4.5.3 The above report including such cost estimates for the first phase shall be delivered as the Mandatory Capital Expenditure (Capex) Report (the “MCR”).

4.6 Feasibility Report

The feasibility report (the “**Feasibility Report**” or “**FR**”) shall consist of but not be limited to the following:

4.6.1 Preliminary Design

The Consultant shall prepare the preliminary design comprising the Master Plan in sufficient detail so as to demonstrate the constructability and feasibility of the design and allow the bidders to estimate the cost to a reasonable accuracy. This shall include but not be limited to floor plans, ground plan, L-sections, cross sections, and landscape plans including brief design commentary.

4.6.2 Construction Methodology

In order to achieve the Objective laid down at Clause 2 (g) the Consultant shall suggest a construction methodology that is reasonably elaborate and economical laying down construction sequences, temporary structures, diversion plans and construction phasing.

4.6.3 Geotechnical Investigations

In order to provide reasonable detail to the bidders for assessing the type and cost of foundation of buildings and structures, the Consultant shall carry out a reasonable degree of geotechnical investigations and including the analysis of results and preliminary foundation design.

4.6.4 Utility Drawings and Diversion Plan

MOR will provide to the Consultant the as-built utility drawings available with them. The Consultant shall carry out the survey of utilities listed out at but not be limited to clause 3.10 and prepare a set of utility drawings including any plans for their shifting.

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

4.6.5 Road Traffic Diversion Plan

For the proposed construction in the station area and on the existing approach roads, a conceptual traffic diversion plan shall be prepared by the Consultant showing the minimum lane width to be provided, clear of all obstruction at all times during various stages of construction and introduction of unidirectional traffic flows if required. The Consultant shall recommend temporary road widening, pedestrian ways and crossing in the diversion plan.

4.6.6 Environmental Impact Assessment

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

4.6.7 Cost Estimates

The Consultant shall prepare a preliminary cost estimate for the project including but not limited to the mandatory capital expenditure, commercial development, additional infrastructure facilities for coping with the commercial developments, etc. This cost estimate will be used by the Financial Consultant in preparing the revenue model.

4.6.8 Commercial Development Report

The Consultant shall prepare a report regarding the location, type and extent of commercial development possible in this project. A broad assessment of annual revenue generation likely through such developments may also be included.

4.6.9 Other reports as may be prepared by the Consultant in compliance of this TOR, but not forming part of the Reports specified in Clauses 4.1 to 4.6 above.

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

(i) Drawings

- (a) A set of 'as-built-drawings' of the Station and surrounding land, as prepared from the field survey done by the Consultant (in soft as well as hard copy).
- (b) Typical details of important components such as foundation, cross sections of platforms, column of viaducts, cross sections of station buildings etc.
- (c) Landscape plans of traffic circulating areas on both sides of the Station showing road circulation, parking, pedestrian walkways, access to subways/elevated passageways, access to property developments etc.
- (d) Platform plans showing details of facilities on each platform.
- (e) Cross-sections of washable aprons showing details of ballastless track.

(ii) Investigation reports

- (a) Soil investigation report.
- (b) Traffic survey report.
- (c) Passenger profiling report.
- (d) Site survey report

(iii) Preliminary cost estimates

- (a) Preliminary cost estimates of Mandatory Capex.
- (b) Preliminary cost estimates of other developments.

4.7 'In principle' approval from local authorities

The Consultant shall assist MOR in obtaining 'In principle' approval from all concerned local authorities such as PRDA, Traffic Police etc.

which are required as per law for the proposed development in the Project area. This activity may extend beyond the Key Date KD8 but must be completed before KD9. No separate payment will be made for this activity and all costs to be incurred by the Consultant will be considered as included in the overhead cost claimed by the Consultant.

4.8 Assistance in preparation of bid documents

The Consultant shall assist MOR and the Financial Consultant in preparation of the technical schedules of the bid documents by providing intermittent inputs as and when required. The costs of all such inputs provided by the Consultant shall be deemed to be included in the Financial Proposal and no separate costs or expenses would be payable for this work.

4.9 Assistance in pre-bid meetings

The Consultant shall assist MOR and the Financial Consultant in pre-bid meetings for selection of the Concessionaire. The Consultant shall be paid as per the man days actually provided for this work. These may be in the nature of intermittent services required from the 21st week and upto the end of the period of Agreement. Irrespective of the availability or otherwise of the Personnel beyond the period of first 20 weeks, it shall be the responsibility of the Consultant to provide these intermittent services as per these Terms of Reference. Except as otherwise provided in the Agreement, economy air return fare and per diem at the agreed man day rates shall be reimbursed for additional services required from the Consultant after the first 20 weeks. No reimbursement shall be due in respect of travel time.

5. Deliverables

The Consultant shall deliver the following during the course of this Consultancy. Each deliverable shall include drawings, plans, reports, photographs and such other 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 given to the bidders for guidance in preparation of their bids. 30 hard copies and 3 soft copies in CDs of all the Reports mentioned herein below shall be submitted to MOR. The deliverables shall include:

A. Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “**Inception Report**”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan.

B. Traffic Planning Report (Refer Clause 4.1)**C. Infrastructure Development Report (Refer Clause 4.2)****D. Land Redevelopment Report (Refer Clause 4.3)****E. Master Plan (Refer Clause 4.4)****F. Mandatory Capex Report (Refer Clause 4.5)****G. Feasibility Report (Refer Clause 4.6)****H. Other reports in compliance of the requirements of TOR (Refer Clause 4.6.9)****I. Assistance in preparation of Bid documents (Refer Clause 4.8).****J. Assistance in pre-Bid meetings (Refer Clause 4.9)****6. Time and payment schedule**

- 6.1 The total duration for preparation of Master Plan and Feasibility report shall be 20 weeks, excluding any delay in granting approvals by MOR to the draft reports. Consultant shall deploy all his Key Personnel at the project office in Patna (the “**Project Office**”) as per Manning Schedule proposed. Most of the Professional Personnel should be deployed at Project Office and only those Expatriate Personnel and Key Personnel whose full time availability is not required may work from offices away from Patna as per the Manning Schedule. However, intermittent services will be required beyond 20th week till the end of 40 weeks or 2 months after the signing of the Concession Agreement whichever is earlier. Irrespective of the availability, or otherwise of the Personnel beyond the period of 20 weeks, it shall be the responsibility of the Consultant to provide these services as per the Agreement. Except as otherwise provided in the Agreement, economy air return fare and per

diem at the agreed man day rates shall be reimbursed for additional services required from the Consultant after the first 20 weeks. No reimbursement shall be due in respect of travel time.

- 6.2 Time schedule for submission of important deliverables, shall be determined by the maximum permissible number of days from the Effective Date of the Agreement (the “**Key Dates**”). The Key Dates and payment schedule linked to the specified deliverables are given below:

Key Date No.	Description of deliverables	Key Date	Payment
KD1	Inception Report	21	-
KD2	Traffic Planning Report (TPR)	42	10%
KD3	Infrastructure Development Report (IDR)	63	10%
KD4	Land Redevelopment Report (LRR)	91	10%
KD5	Draft Master Plan	98	10%
KD6	Mandatory Capex Report (MCR)	105	10%
KD7	Draft Feasibility Report (FR)	112	20%
KD8	Final Master Plan & FR	140	20%
KD9	Completion of Services	280	10%
Total			100%

Notes:

- 1. Master Plan and FR shall be completed in 20 weeks except for Environmental Impact Assessment Report which shall be submitted subsequently.*
- 2. Final payment (10%) against KD9 shall be released after completion of the services in the entirety including submission of Environmental Impact Assessment Report.*
- 3. Mobilisation Advance of 10% of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% simple interest per annum and shall be adjusted*

against the first five bills in five equal installments and the accrued interest will be recovered from the sixth bill.

6.3 **Monthly meetings**

MOR may review the progress of the Consultancy in monthly meetings to be held in Delhi at MOR's office. The Chief Architect and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings. MOR shall reimburse return air fare by economy class for all such meetings by way of Additional Costs. Personnel costs of three such meetings would be deemed as included in the Financial Proposal. Beyond three such meetings, the per diem costs at the agreed man-day rate would be reimbursed for the days of the respective meetings. No reimbursement shall be due in respect of travel time.

7. **Consultancy Team and Project Office**

7.1 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. Chief Architect shall be the leader of this Consultancy Team. However, for day to day coordination and management of the Consultancy Team's work, the Consultant shall appoint a project manager (the “**Project Manager**”) who will be a senior Professional Personnel (either a civil engineer or an architect) from the Lead Member with a minimum of 10 years of professional experience. The Project Manager shall be deployed full time at project site during the first 20 weeks of the Agreement or till the submission of the Master Plan and FR, whichever is later.

7.2 The Consultant shall establish a Project Office at a suitable location in Patna for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 20 weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of MOR may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office. However, he may do so for the remaining consultancy services beyond the first 20 weeks.

- 7.3 The Consultant shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of MOR and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to MOR as and when asked for and a copy of such record shall be submitted to MOR at the end of each calendar month.

8. Data to be made available by MOR

MOR shall provide to the Consultant the following:

- (i) Hard copies of the site plan;
- (ii) Hard copies of the available as-built drawings;
- (iii) Manual for Standards and Specifications for Railway Stations;

9. Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to MOR in soft form apart from the Deliverables indicated in Clause 5 above. The study outputs shall remain the property of MOR and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of MOR. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by MOR and issue of a certificate by MOR to that effect.

SCHEDULE – 2

AGREEMENT

FOR

**PREPARATION OF MASTER PLAN AND FEASIBILITY
REPORT FOR REDEVELOPMENT OF PATNA RAILWAY
STATION**

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AGREEMENT

Preparation of Master Plan and Feasibility Report for Redevelopment of Patna Railway Station

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 20**, between, on the one hand, the President of India acting through Director, Land and Amenities, Ministry of Railways (Railway Board), Government of India, Rail Bhavan, New Delhi-110001 (hereinafter called the “**MOR**” 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) MOR vide their Request for Proposals for Preparation of Master Plan and Feasibility Report (hereinafter called the “**Consultancy**”) invited technical and financial proposals to undertake the work of Consultancy for the Redevelopment of Patna Railway Station (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to MOR that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to MOR on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) MOR, 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 MOR 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 Government, MOR, 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 MOR 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 MOR 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) MOR 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 MOR; 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 MOR;
- (b) in the case of MOR, be given by facsimile and by letter delivered by hand and be addressed to the MOR with a copy delivered to the MOR Representative set out below in Clause 1.10 or to such other person as

MOR may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Delhi it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; 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 MOR under this Agreement, including without limitation the receiving of instructions and payments from MOR.

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

Director (L&A)
Railway Board
Room No. 110, Rail Bhavan
Raisina Road
New Delhi - 110 001

Tel: 011 23384480 Fax: 011 23070226]

- 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 MOR 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

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, MOR 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.

2.4 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.

2.5 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.

- 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 fulfil 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 fulfil 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

MOR 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 MOR

MOR 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 MOR 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 MOR a statement which has a material effect on the rights, obligations or interests of MOR 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;

- (f) 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
- (g) MOR, 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 MOR, 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) MOR 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) MOR 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 MOR 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) MOR fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

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.

2.9.4 Cessation of Services

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 MOR, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

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

- (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.

2.9.6 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.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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 MOR, and shall at all times support and safeguard MOR's legitimate interests in any dealings with Sub-Consultant or Third Parties.

3.1.2 Terms of Reference

The scope 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.

Applicable Laws

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

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:

- (a) 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;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

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 MOR to the Consultant, its Sub-Consultant and the Personnel; any information provided by or relating to MOR, its technology, technical processes, business affairs or finances or any information relating to MOR's employees, directors, officers or other

professionals or suppliers, customers, or contractors of MOR, 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 MOR.

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 MOR, 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 MOR

The Consultant shall be liable to MOR for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful 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 MOR's property, shall not be liable to MOR:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) the total payments made or expected to be made to the Consultant hereunder, 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.

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 MOR, 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 MOR, 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, MOR 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 MOR.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention MOR 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. 25 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 MOR 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 MOR.

3.7 Consultant’s actions requiring MOR’s prior approval

The Consultant shall obtain MOR’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 MOR 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 MOR 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 MOR

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 MOR, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to MOR, 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 MOR.

3.10 Equipment and materials furnished by MOR

Equipment and materials made available to the Consultant by MOR shall be the property of MOR and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to MOR, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of MOR. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by MOR 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 MOR, and officials of MOR having authority from MOR, are provided unrestricted access to the Project Office and to all Personnel during office hours. MOR'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 MOR 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 MOR, 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 MOR.

- (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 MOR 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 MOR. No other Professional Personnel shall be engaged without prior approval of MOR.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to MOR its proposal along with a CV of such person in the form provided at Appendix-I (Form-14) of the RFP. MOR 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 MOR's consideration. In the event MOR 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 MOR.

4.4 Substitution of Key Personnel

MOR expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. MOR will not consider any substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of MOR. Substitution of a Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the remuneration specified for the original Key Personnel.

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 MOR, 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 person designated as Chief Architect shall serve as the Team Leader of the Consultant's Personnel. In addition, 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 MOR. The Consultant may, with prior written approval of MOR, 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 MOR

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, MOR shall make best efforts to ensure that the Government shall:

- (a) provide 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

MOR 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, MOR 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 in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the Agreement Value set forth in

Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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) A Mobilisation Advance equal to 10% (ten percent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in five equal instalments from the stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the instalment due and payable thereafter.

- (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 MOR the work pertaining to the preceding stage.
 - (ii) MOR shall pay to the Consultant, only the undisputed amount.
- (c) MOR shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by MOR of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such 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 MOR.

The Services shall be deemed completed and finally accepted by MOR and the final report and final statement shall be deemed approved by MOR as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by MOR unless MOR, 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 MOR 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 MOR within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by MOR for reimbursement must be made within 1 (one) year after receipt by MOR 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 MOR by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 MOR 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 balance remaining out of the Performance Security shall be returned to the Consultant at the end of six months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

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 MOR 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

MOR 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 MOR, 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, MOR 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 MOR, other penal action including debarring for certain period may also be initiated as per policy of MOR.

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 realisation 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, Railway Board 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 Government agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, 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:

SIGNED, SEALED AND DELIVERED

For and on behalf of
Government of India
(Ministry of Railways)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

Annex -1

Terms of Reference

(Refer Clause 3.1.2)

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 4.7.1)

Reproduce as per Form-16 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)*

S.No	Description of deliverables	Date of submission (i.e.No.of days from Effective Date)	Payment
1.	Inception Report	21	
2.	Traffic Planning Report (TPR)	42	10%
3.	Infrastructure Development Report (IDR)	63	10%
4.	Land Redevelopment Report (LRR)	91	10%
5.	Draft Master Plan	98	10%
6.	Mandatory Capex Report (MCR)	105	10%
7.	Draft Feasibility Report (FR)	112	20%
8.	Final Master Plan & FR	140	20%
9	Completion of Services	280	10%
Total			100%

Notes:

- 1. The Above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expense*
- 2. Master Plan and FR shall be completed in 140 days except for Environmental Impact Assessment Report which shall be submitted subsequently.*
- 3. Final payment of 10% (ten percent) shall be released upon completion of Services in their entirety, including submission of the Environmental Impact Assessment Report.*
- 4. Mobilisation Advance of 10% (ten percent) of the total Agreement value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 10% (ten percent) simple interest per annum and shall be adjusted against the first five bills in five equal installments and the accrued interest will be recovered from the sixth bill.*

Annex- 7

Bank Guarantee for Performance Security*(Refer Clause 7.1.2)*

To

The President of India
 (acting through
 Executive Director/L&A
 Ministry of Railways)
 Railway Board, Rail Bhavan
 New Delhi- 110 001

In consideration of Ministry of Railways acting on behalf of the President of India (hereinafter referred as the “MOR”, 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 MOR’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____) for providing Technical and Architectural Consultancy Services for Redevelopment of Patna Railway Station (hereinafter referred to as the “Agreement”), and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees _____) to MOR 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 MOR an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by MOR 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 MOR stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by MOR 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 MOR 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 MOR under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till MOR 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 a period of one year 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 MOR that MOR 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 MOR 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 MOR or any indulgence by MOR 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 MOR in writing.

Dated the _____ day of _____ 200*

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.

APPENDICES

APPENDIX-I

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Director (L&A)
Railway Board,
Room No. 110, Rail Bhavan,
Raisina Road, New Delhi-110001

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 Architect & Technical Consultant for Redevelopment of Patna Railway Station and state that:

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 getting selected as the Architect and Technical Consultant.
4. I/We shall make available to MOR any additional information it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of MOR to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of

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

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including the Addendum issued by MOR;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document; and
 - (c) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices to influence the Selection Process.
8. I/We understand that you may cancel the Selection Process at any time without incurring any liability to the Applicant and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability whatsoever.
9. I/We declare that I/any member of the consortium, is not a member of a/any other consortium applying for Selection.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the 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 sister concerns.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waives any right it has at any stage at law or howsoever otherwise arising to challenge or question any decision taken by

MOR and / or the Government of India in connection with the selection of Applicants or in connection with the Selection Process itself in respect of the above mentioned Project and the terms and implementation thereof.

14. A Power of attorney in favour of the authorised signatory to sign and submit this Proposal and documents is also attached herewith in Form 4.
15. I/We agree to enter into an Agreement in accordance with the form at Schedule – II of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. I/We have studied all the relevant 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 MOR or in respect of any matter arising out of or concerning or relating to the Agreement including the award of Consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. 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.

Thanking you,

Yours faithfully,

(Signature of the Authorised Representative)

(Name and designation of the Authorised Representative)

(Name of the Applicant / Lead Member)

Note:

The cost of RFP document Rs.5000/- has been remitted through demand draft no _____ dated _____ drawn on _____ (Name of Bank) in favour of FA&CAO Northern Railway payable at Delhi.

APPENDIX-I

Form-2**Particulars of the Applicant**

1.1	<p>Title of Consultancy:</p> <p>PREPARATION OF MASTER PLAN AND FEASIBILITY REPORT</p>
1.2	<p>Title of Project:</p> <p>Redevelopment of Patna Railway Station</p>
1.3	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p> <p>Sole Firm</p> <p>or</p> <p>Lead Member of a consortium</p>
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Particulars of individual(s) who will serve as the point of contact/ communication with MOR:</p> <p>(a) Name:</p> <p>(b) Designation:</p> <p>(c) Company:</p> <p>(d) Address:</p> <p>(e) Telephone Number:</p>

	<p>(f) E-Mail Address :</p> <p>(g) Fax Number:</p> <p>Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</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?</p> <p style="text-align: right;">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 in the last five years?</p> <p style="text-align: right;">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?</p> <p style="text-align: right;">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?</p>

	<p>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?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment.</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?</p> <p>Yes/No</p> <p>If yes, then for this work does the Applicant (and other member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ designer and to disqualify themselves, their associates/ affiliates and/or parent organization subsequently from work on this project in any other capacity (including tendering relating to any goods or services for any part of this project) other than that of consultant and/or designer for MOR?</p> <p>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>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>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 MOR only?</p> <p>Yes/No</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

Director (L&A)

Railway Board,

Room No. 110, Rail Bhavan,

Raisina Road, New Delhi-110001

Dear Sir,

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.

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

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/have been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory

For and on behalf of _____

**Please strike out whichever is not applicable*

APPENDIX-I

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 authorise 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 Preparation of Master Plan and Feasibility Report for redevelopment of Patna railway station, proposed to be developed by the Ministry of Railways (MOR) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to MOR, representing us in all matters before MOR, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with MOR 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 MOR.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 200*For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

(Signature)

(Name, Title 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.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and 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.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that ***** (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of Authorised Signatory:

Designation:

Name of firm:

(Signature of the Authorised Signatory)

Seal of firm

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
				Name of Firm	Employed Since	
Chief Architect						
Station Layout Expert						
Construction Expert						
Environmental Expert						
Transport Planning Expert						

[#]Refer Form 9 of Appendix I Experience of Key Personnel

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 will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements 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 his methodology for carrying out this assignment, outlining his approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

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

APPENDIX-I

Form-8**Experience of the Applicant[#]**

(Refer Clause 3.1)

S.No	Name of Project	Estimated capital cost of project (in Rs cr./ US\$ million)	Area in hectares (for Urban Planning Projects only)	Capacity in m passengers per annum (for railway/metro station or airport only)	Payment ^{##} received by the Applicant (in Rs million)
1	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					
6					
7					

Aggregate No. of Eligible Projects:

Certificate from the Statutory Auditor

This is to certify that the ***** (name of the Applicant) has received the payments shown above against the respective projects on account of the consultancy services rendered by the Applicant.

Name of Authorised Signatory:

Designation:

Name of Firm:	(Signature of the Authorised Signatory) Seal of the firm:
---------------	--

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. 41 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.

APPENDIX-I

Form-9**Experience of Key Personnel[@]**

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project	Estimated capital cost of project (in Rs cr./ US\$million)	Area in hectares (for urban planning projects only)	Capacity in m. passengers per annum (for railway/ metro stations and airports only)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								

5								
6								
Aggregate No. of Eligible Projects:								
<p align="center">Certificate from the Key Personnel</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, the information given above is correct.</p> <p align="right">(Signature of the Key Personnel)</p> <p align="center">Countersigned by Employer</p> <p>I, ***** (name and designation), acting on behalf of ***** (name of the Applicant firm) certify that the information furnished above is true to the best of my knowledge and belief.</p> <p align="right">(Signature name and designation) Name & Address of the Firm</p>								

@ Use separate Form for each Key Personnel. The Applicant should provide details of only those projects that have been undertaken by the Key Personnel as team leader.

APPENDIX-I

Form-10**Eligible Assignments of Applicant**

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost (in Rs cr. or US\$ million):	
Area in hectares (for Urban Planning Project only):	
Capacity in million passengers per annum (for railway/metro station or airport only):	
Payment received by the Applicant (in Rs. million):	
Start date and finish date of the services (month/ year):	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project alongwith a photograph thereof.

Exchange rate should be taken as Rs.41 per US \$ for converting in Indian Rupees.

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:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost (in Rs cr. or US\$ million)	
Area in hectares (for Urban Planning Project only)	
Capacity in million passenger per annum (for railway/metro station or airport only)	
Start date and finish date of the services (month/ year)	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particulars of each project alongwith a photograph thereof.

Exchange rate should be taken as Rs. 41 per US \$ for converting in Indian Rupees.

APPENDIX-I

Form -12

Curriculum Vitae (CV) of Professional 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 assignment performed
--------------	-------------------------------------

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 myself, my qualifications and my experience.

Signature of the Professional _____

Place _____

Date _____

Counter signature of the Authorised Representative

of the firm_____

Place _____

Date _____

Notes:

Use separate form for each Professional Personnel

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form - 13

Deployment of Personnel

[illegible]

Designation	Name	Man-Days (MD)		Week Numbers																			
		At project site	Away from project site (specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
II. Expatriate Personnel																							
Total Mandays																							

APPENDIX-I

Form - 14

Work Program

Sl. No.	Deliverables as per Clause 6 of TOR	Name of Responsible Key Personnel	Week No.																		
			1	2	3	4	5	6	7	8	9	10	12	13	14	15	16	17	18	19	20
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					

APPENDIX-I

Form - 15

Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week																		
	Name	Designation.																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-I

Form - 16

Proposal for Sub-Consultant

1. Details of the Firm				
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:				
3. 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 of the Applicant

Note:

The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 12, 13 and 14 of Appendix –I.

APPENDIX-II
FINANCIAL PROPOSAL

Form - 1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Director (L&A)
Railway Board,
Room No. 110, Rail Bhavan,
Raisina Road, New Delhi-110001

Dear Sir,

Subject: Appointment of Architect and Technical Consultant for Preparation of Master Plan and Feasibility Report for Redevelopment of Patna Railway Station.

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,

(Authorised Representative)

Name:
Designation:
Address:

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

APPENDIX-II

Form - 2**Financial Proposal**

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personnel allowances)	
II	Remuneration of Resident Support Personnel (inclusive of all personal allowances)	
III	Office Rent	
IV	Office Consumables like Utilities and Communication etc.	
V	Office Furniture and Equipment (Rental)	
VI	Reports and Document Printing	
VII	Surveys & Investigations	
VIII	Miscellaneous Expenses	
	Subtotal Resident Personnel & Local Costs:	
B.	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel:	
	Total Cost of Personnel and Local costs (A+B): (Net of Tax)	
C.	POST REPORT CONSULTATIONS WITH KEY PERSONNEL	
	3 man days each of:	
I	Chief Architect	
II	Station Layout Expert	
III	Construction Expert	
IV	Transport Planning Expert	
V	Environmental Expert	
	Subtotal Post Report Consultations (C):	

D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES AS % OF (D)	
F	TOTAL COST (D+E) (in Rs.)	
G	ADDITIONAL COSTS	
I	Domestic Travel from Firm's Office to the Project Office (restricted to three return economy class air fares for each Personnel)	
II	International Travel from Firms Office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
III	Return Journeys from Project Office to Delhi to attend meetings held by MOR (provide indicative amount for ten return fares)	
IV	Taxes and Duties	
	a. All taxes payable by Expatriate Personnel in India on their income	
	b. Service Tax	
	Total of Additional Costs (G)	
H	TOTAL COST OF THE CONSULTANCY (F+G) In Indian Rupees in Figures In Words _____	

Note:

1. Estimate of Costs for Item A I, A II and B I shall be as per Form- 3.
2. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen percent) of the total amount in Item D.
3. Domestic Air Fare in Item G I shall not be payable to the Consultant's Personnel who are normally stationed in Patna.
4. 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. Additional Costs in Item G shall not be reckoned for purposes of financial evaluation.
5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of

expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.

6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty percent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten percent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to MOR, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. Insurance and any other charges not shown here are considered included in the man day rate/ overhead/ miscellaneous expenses.
10. MOR may require the Key Personnel to visit the Project/ MOR's offices for further consultations after their Report has been accepted. The cost of 3 man days of each Key Personnel is included in the Financial Proposal. MOR may require upto 7 extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 3 days, payment shall be computed solely on the basis of relevant man day rates specified in the financial proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. MOR may require Professional Personnel to visit the Project/ MOR's offices for further consultations or undertake desk work after the report has been accepted. The costs as per agreed man day rates and economy return airfare as per actuals shall be reimbursed to the Consultant. However, the total number of additional mandays requisitioned hereunder shall not exceed 120. These costs shall be deemed as Additional Costs.
12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
13. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man-days spent on the Consultancy.

APPENDIX-II

Form - 3**Estimate of Personnel Costs**

ID No.	Position	Name	Manday Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					

Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					