

# **REQUEST FOR PROPOSAL (BID / QUOTATION)**

## **ARCHITECTURAL CONSULTANTY**

**For**

Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc

for

**“Jalgaon”** Railway Station

on

Bhusawal Division of Central Railway

under

**“AMRIT BHARAT STATION SCHEME”**

**RFP - Jalgaon - Bid No. GSU/BSL/01/2025**

**MINISTRY OF RAILWAYS**

**GOVERNMENT OF INDIA**

# INDEX

<b>1. INTRODUCTION.....</b>	<b>2</b>
1.1 BACKGROUND: .....	2
1.2 BRIEF DESCRIPTION OF BIDDING/OFFER PROCESS. ....	3
1.3 SCHEDULE OF BIDDING PROCESS .....	4
1.4 BID EVALUATION PROCESS:.....	4
<b>2. INSTRUCTIONS TO BIDDER(S) / OFFERERS.....</b>	<b>5</b>
2.1 GENERAL .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 BID SECURITY for BID / QUOTATION: .....	5
2.4 VALIDITY OF THE BID .....	6
2.5 FINANCIAL BID .....	6
2.6 CONFLICT OF INTEREST .....	6
2.7 LETTER OF ACCEPTANCE (LOA) AND SIGNING OF AGREEMENT .....	7
2.8 PERFORMANCE SECURITY .....	7
2.9 FRAUD AND CORRUPT PRACTICES:.....	8
2.10 INTELLECTUAL PROPERTY .....	8
2.11 CONFIDENTIALITY .....	9
2.12 EVALUATION OF BIDS.....	9
2.13 DOCUMENTs REQUIRED: .....	9
SCHEDULES.....	10
SCHEDULE-1: TERMS OF REFERENCE.....	11
SCHEDULE – 2: FORM OF CONSULTANCY AGREEMENT .....	21
ANNEXURES FOR AGREEMENT.....	40
Annexure -1 .....	41
Annexure-2 .....	42
Annexure-3 .....	43
Annexure-4 .....	44
APPENDICES.....	46
APPENDIX-I.....	47
Bid Form-1 .....	47
Bid Form-2 .....	49
Bid Form-3 .....	51
Bid Form – 4.....	54
Bid Form – 5.....	56
Appendix II.....	57
Financial Bid Form-1 .....	57
Annexure A: List of Empaneled Firms for this BID / QUOTATION .....	58
Annexure B: Indicative Layout Plan of the Railway Station .....	59

## DISCLAIMER

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

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

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

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

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

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

other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **GLOSSARY**

**Authority** As defined in Clause 1.1.1

**Bid** means Offer submitted in respect of this RFP

**Bidder** means the Architectural/ Consultancy Firms who submits the Bid in accordance with this RFP

**Bid Due Date** As defined in Clause 1.1.2

**Bidding Process** means process for selection of Bidder for award of this Consultancy Contract

**Bid Security** As defined in Clause 2.3.1

**CV** means Curriculum Vitae

**Financial Bid** means financial proposal of the Bidder

**IST** means Indian Standard Time

**KIT** means Key Information Table as provided in Clause 1.1.2

**LOA** means Letter of Award

**Project** means this work of Consultancy Contract

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

**RFP** means Request for Proposal

**TOR** means Terms of Reference

**US\$** means United States Dollar

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

# 1. INTRODUCTION

## 1.1 BACKGROUND:

1.1.1 The President of India represented by the **Chief Project Manager, GSU** at Bhusawal (the “**Authority**”), having its principal office at Divisional Railway Manager’s Office, Bhusawal, 425201 is engaged in the development of Railways and related infrastructure, and as part of this endeavor, the Authority has decided to entrust the work of Architectural Consultancy Services for Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support, etc. for “**Jalgaon**” Railway Station on Bhusawal Division of Central Railway under “**AMRIT BHARAT STATION SCHEME**”

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

S.No.	Particular	Details
1.	Name of Work	Architectural Consultancy Services for Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for “ <b>Jalgaon</b> ” Railway Station on Bhusawal Division of Central Railway under “ <b>AMRIT BHARAT STATION SCHEME</b> ”
2.	Total Estimated Cost of the Consultancy Work (“Cost of Consultancy”)	Rs. 13,19,556.00/- (Rs. Thirteen lakh Nineteen thousand five hundred fifty six only)
3.	Estimated Period of completion of services	365 Days from Effective Date (Phase-1 Consultancy to enable invitation of execution bids to be completed in 45 days)
4.	Bid Due Date & Time	<b>By 1500 Hrs IST on 31/07/2025</b>
5.	Physical submission of all documents	<b>By [1500 Hrs] IST on [31/07/2025]</b>
6.	Date and Time of Opening of Bid	<b>At [1530 Hrs.] (IST) on 31/07/2025</b>
7.	Mode of Bidding/Quotation	Quotation
8.	Mode of Submission of Bids	Physical
9.	BID / QUOTATION documents Fee	[NIL]
10.	Bid Security (@ 2% of Estimated Cost)	Rs. 26391.00/- (Rs. Twenty six thousand three hundred ninety one only) in the form of Demand Draft in favor of: <b>Senior Assistant Financial Advisor (c) Bhusawal</b> as below

11.	Bank Account Details of the Authority	<b>Name of Beneficiary:- Senior Assistant Financial Advisor (c) Bhusawal</b> <b>Name of Bank:- State Bank Of India, Main Branch, Bhusawal</b> <b>Account No.:-42353998300</b> <b>IFSC:- SBIN0000335</b>
12.	Officer and Address to Submit the physical documents	<b>Name of Officer:</b> Shri D.K. Shukla, Sr. DEN (GSU) Bhusawal <b>Address:</b> Office of Sr. DEN (GSU) BSL, 1 <sup>st</sup> Floor, DRM Office Building, Bhusawal, 425201 <b>Mobile phone:</b> +917219611204 <b>E-Mail:</b> <a href="mailto:denswbsl1@gmail.com">denswbsl1@gmail.com</a>
13.	Validity of the Bid/Offer	[30] Days from the Bid/Offer due date
14.	Performance Security	3% (three percent) In favor of: <b>Senior Assistant Financial Advisor (c) Bhusawal.</b> Payable at: Bhusawal Valid up to 60 days plus the period for the completion of the consultancy contract
15.	Submission of Performance Security	Within 15 days of issue of Letter of Award (LOA)
16.	Signing of Agreement	Within 7 days of the submission of Performance Security
17.	Bid/Quotation Document	Available on Website - <a href="https://cr.indianrailways.gov.in">https://cr.indianrailways.gov.in</a> (About Us → Divisions → Bhusawal → Administration → Gati Shakti Unit → Bid / Quotations)

## 1.2 BRIEF DESCRIPTION OF BIDDING/OFFER PROCESS.

- 1.2.1 The Bid/Offer shall be valid for the period as per the Key Information Table for 30 days.
- 1.2.2 A Bidder/offeree is required to submit, along with its Bid, a Bid Security of the amount as mentioned in the KIT (the "**Bid Security**"), refundable after issuance and acceptance of LOA to the Selected Bidder/Offeree. The Selected Bidder's Bid Security shall be retained till it has provided a Performance Security as per the provision of this BID / QUOTATION and LOA. **The Bidder will have to submit this Bid physically. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security.** The Bid document shall be available free of cost through website (<https://cr.indianrailways.gov.in> – About Us – Divisions – Bhusawal – Administration – Gati Shakti Unit) **Last Date for submission of this Bid is 31/07/2025 upto 1500 Hrs.**
- 1.2.3 Bidders are advised to examine this work under “AMRIT BHARAT SCHEME” in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the consultancy services for the Project.
- 1.2.4 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this BID / QUOTATION.
- 1.2.5 Any queries or request for additional information concerning this BID / QUOTATION shall be submitted in writing by e-mail / any other mode of written communication so as to reach the officer designated in item no. 12 of KIT by the specified date. The e-mails/written communication shall clearly **bear the name of the work.**

- 1.2.6 The Authority reserves the right not to respond to any questions or provide any clarifications. in its sole discretion, and nothing shall be construed as obliging Authority to respond to any question or to provide any clarification.
- 1.2.7 Any corrigendum/ addendum/ clarifications/ reply to queries issued by Authority for the BID / QUOTATION shall be published only on the website (<https://cr.indianrailways.gov.in>) (About Us → Divisions → Bhusawal → Administration → Gati Shakti Unit → Bid / Quotations → Corrigendum) as deemed fit by the Authority and no separate information shall be communicated to individual Bidders.

### **1.3 SCHEDULE OF BIDDING PROCESS**

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

### **1.4 BID EVALUATION PROCESS:**

- 1.4.1 Bids will be evaluated on the least cost basis.
- 1.4.2 If two or more firms becomes L-1, then priority for award of contract will be given to that firm which has higher average annual financial turnover in the last three financial years.

## 2. INSTRUCTIONS TO BIDDER(S) / OFFERERS

### 2.1 GENERAL

- 2.1.1 The project brief and background is provided in the Introduction. Bidder(s) / Offerers / Consultancy Firms are advised to inform themselves fully about the site, assignments, and the conditions before submitting the Proposal by visiting Railway Station area and Authority office. Please note that no cost of any such visit is reimbursable by Authority.
- 2.1.2 The Bid / Quotation is called from the Empaneled Technical Consultant as mentioned in Annexure A for providing Architectural & Engineering consultancy for Development of Railway Station as per TOR under “Amrit Bharat Scheme”.

### 2.2 SUBMISSION OF BIDS

- 2.2.1 Bids/Offerers are to be submitted physically only as per the instructions for bid/offers submission and as per the schedule mentioned in the KIT to the office of Shri D.K. Shukla, Sr. DEN (GSU) BSL, 1st Floor, DRM Office Building, Bhusawal, Pin - 425201.  
Contact Persons: Shri D.K. Shukla, Sr.DEN/GSU/BSL, Mob: +917219611204.

### 2.3 BID SECURITY for BID / QUOTATION:

- 2.3.1 The Bidder is required to submit an interest-free Bid Security in the form of **Demand Draft** in favor of **Senior Assistant Financial Advisor (c) Bhusawal** as per KIT (Key Information Table) as per clause 1.1.2.
- 2.3.2 Bid security of unsuccessful Bidder(s), if any, shall be returned within 15 (Fifteen) days of issue of LOA. Bid Security of Selected Bidder, if any, shall be returned after signing of the agreement in accordance with provisions specified in this document and submission of Performance Security as provided within the stipulated time.
- 2.3.3 Bidder(s) registered with MSME, Govt. of India for this category of work will be exempted from payment of Bid Security subject to submission of valid registration with MSME, Govt. of India. However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder(s) during bid submission. The onus of proving that the Bidder is exempted from payment of the Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by Authority as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.
- 2.3.4 The Bidder is liable for damages in following cases:
- If the Bidder submits a non-responsive Bid.
  - If the Bidder withdraws its bid (offer) during the Bid Validity Period.
  - If the Selected Bidder fails to accept the Letter of Award in writing within the time specified in this document or any extension thereof granted by the Authority.
  - If the Selected Bidder fails to sign the agreement within the time specified in this document or any extension thereof granted by the Authority.
  - If the Bidder imposes any condition after the Bid Due Date affecting the original bid.
  - If the Selected Bidder fails to submit the Performance Security within stipulated time.
- 2.3.5 Under such case as mentioned under Clause 2.3.4, the Bid Security or the Performance Security if submitted, shall be forfeited and the Bidder shall be banned from submission

of bids in any works/Service Bid issued by Ministry of Railways for a period up to 5 (five) years from the date of such banning done.

## 2.4 VALIDITY OF THE BID

The Bid (offer) shall be kept valid for a period as mentioned in the KIT for 30 days.

## 2.5 FINANCIAL BID

- 2.5.1 Total Estimated Cost of the consultancy work is as mentioned in the KIT at Clause 1.1.2 of the BID / QUOTATION.
- 2.5.2 Financial Bid has to be submitted physically only in the format specified in Financial Bid Form-1.
- 2.5.3 The Bidder shall quote consultancy fee in the form of percentage At Par/ Above Below with respect to Total Estimated Cost ONLY. The consultancy fee quoted in any other form will not be considered. The Bidder shall quote the amount as fee including all expenditure like conveyance, incidentals, out of pocket expenses etc. to be incurred on the Consultancy. The cost should be inclusive of all taxes and duties and nothing extra shall be payable, except GST as applicable. The fee of the Bidder shall be inclusive of all costs related to visits, attending meetings, conferences and making suitable presentations, any statutory fees related to approvals/clearances/permits etc.
- 2.5.4 Financial bid as submitted by the Bidder shall be considered in evaluation and selection of the Bidder. However, each element of financial bid of the selected Bidder may be reviewed during contract negotiations, if any, to determine the final contract price before issue of Letter of Award (LOA) or during the currency of contract for any variation due to change in scope of the work.
- 2.5.5 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Technical Consultant under the Agreement.
- 2.5.6 The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. **In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.**

## 2.6 CONFLICT OF INTEREST

- 2.6.1 A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.
- 2.6.2 Authority requires that the Technical Consultant provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

The Technical Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of the Authority.
- 2.6.3 Without limitation on the generality of the foregoing, the Technical Consultant and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
  - (a) If there is a conflict among this and other consulting assignments of the Technical Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Technical Consultant. The duties of the Technical Consultant depend on the circumstances of each case. While providing Consultancy services to the Authority

for this particular assignment, the Technical Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.

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

## **2.7 LETTER OF ACCEPTANCE (LOA) AND SIGNING OF AGREEMENT**

- 2.7.1 The selected Bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The selected Bidder shall be required to commence the consultancy within 10(ten) days from Effective Date and send its acceptance of **LOA within 07 (seven) days of issue of LOA.**
- 2.7.2 The selected Bidder shall be required to sign a Contract Agreement within days as mentioned in the KIT after submission of Performance Security or within the time as extended by Authority due to administrative reasons for submission of Performance Security as per Clause 2.8.1.
- 2.7.3 If the Bidder fails to comply with any of the conditions indicated in BID / QUOTATION (unless any period is relaxed by Authority for compelling and genuine reasons and the decision of Authority in such case would be absolute and final), the LOA can be withdrawn duly forfeiting the Bid Security of the Bidder.
- 2.7.4 In case of any re-bidding, extension of bid submission dates, delay in inviting bids etc., for the selection of Bidder(s) for the site, due to administrative/legal reasons, Authority reserves the right to either discontinue the services of the Bidder without any claims whatsoever or to direct the existing Bidder to continue their consultancy services till successful completion of the activities specified in TOR or to such extended/re-bided process. Authority's decision in this regard shall be final and binding on the Bidder.

## **2.8 PERFORMANCE SECURITY**

- 2.8.1 In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to Authority for a sum equivalent to amount as mentioned in the KIT. The Selected Bidder shall have to submit Performance Security within the days mentioned in the KIT. Extension of time for submission of Performance Security beyond such days and up to 30 (Thirty) days from the date of issue of LOA may be given by Authority on written request of the Selected Bidder. However, a penal interest @15% per annum, on the amount of Performance Security, shall be payable by the Selected Bidder for the period of extension beyond the days mentioned in the KIT. In case Selected Bidder fails to submit the Performance Security even up to 30 (Thirty) days from the date of issue of LOA, the contract shall be terminated by cancellation of LOA and amount of Bid Security shall be forfeited.
- 2.8.2 The Performance Security shall be payable through RTGS/NEFT in the bank account as mentioned in the KIT, or in the form of Bank Guarantee as per the format approved by the Authority/TDR/Demand Draft/ Bankers' Cheque or Pay Order in favor of as mentioned in the KIT, drawn on any nationalized or scheduled commercial bank. The said Performance Security will be initially kept valid for 12(twelve) months from the date of issue of LOA. Thereafter as required by the Authority, the same shall be extended further for the required period as may be decided by the Authority. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

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

2.8.4 Performance Security

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

- a) If a Bidder engages in any of the Prohibited Practices specified in Clause 2.9 of this BID / QUOTATION;
- b) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.6; and
- c) If the selected Bidder commits a breach of the Agreement.

## **2.9 FRAUD AND CORRUPT PRACTICES:**

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

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

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

## **2.10 INTELLECTUAL PROPERTY**

2.10.1 The Bidder warrants that in providing the Services it shall not infringe copyright, patent, confidential information or any other intellectual property right of any third party and indemnifies the Authority against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the Technical Consultant relies on or make use of any intellectual property right belonging to a third party, the Technical Consultant would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable

by the Authority. Development Plans, Building Plans and Drawings prepared by the Bidder shall be property of Authority/Railway and Authority/Indian Railways shall be at liberty to use it freely at any place without paying any royalty.

- 2.10.2 The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the Authority absolutely. Authority will be the owner of the copyright in the works produced during the course of providing service. Authority has the right to use the same anywhere else, without paying extra compensation to the Technical Consultant.

## **2.11 CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Bidder(s) who submitted the bid or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its bid and may be debarred from participating in future bids.

## **2.12 EVALUATION OF BIDS**

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

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

- (a) it is received by the Bid Due Date (as per KIT) including any extension thereof;
- (b) it is accompanied by the Bid Security as specified in Clause 1.2.2.
- (c) it contains all the information (complete in all respects) as requested in the BID / QUOTATION;
- (d) it does not contain any condition or qualification; and
- (e) it is not non-responsive in terms hereof.

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

Authority shall subsequently examine and evaluate Bids in accordance with the Selection Process as mentioned in **1.4**.

## **2.13 DOCUMENTS REQUIRED:**

- a) Documents related to MSME registration if applicable.
- b) All Bid documents including Bid Forms are to be submitted physically in hard copies at the office and within timelines as mentioned in the KIT:
  - i) Letter of Proposal (Bid Form-1).
  - ii) Affidavit (Bid Form-2)
  - iii) Financial Bid Form-1 as per format at Appendix-II.

## **SCHEDULES**

## **SCHEDULE-1: TERMS OF REFERENCE**

# TERMS OF REFERENCE (TOR)

## 1. General

- 1.1. The Authority seeks the services of Technical Consultant for preparing Concept Plans, Master Plan, Technical Feasibility Report, Estimate, and Bid Schedules for Upgradation of Jalgaon Railway Stations under 'Amrit Bharat Station Scheme' as per the detailed scope of services given herewith.

## 2. Objective

- 2.1. The broad objective of this assignment (the “**Objective**”) is to undertake Technical Feasibility Study and Prepare a Concept & Master Plan for upgradation of the Railway Station under ‘**Amrit Bharat Station Scheme**’ (the ‘**Scheme**’) for the purpose of firming up Authority’s requirements in respect of upgradation of the Railway Station. The following shall be the broad Objective:
- (a) To study the usage of the Railway Station by different stakeholders, the condition and survey of station assets, traffic at and around the station and submit proposals and reports as per the Detailed scope of services of this Terms of Reference.
  - (b) Submit three options for cost efficient improvement of station façade and circulating area and develop the details for the option selected by the Authority.
  - (c) Prepare the Master Plan for the station as per the selected option and carryout appropriate phasing plans for implementation of the Master Plan in consultation with the Authority.
  - (d) Prepare a detailed report for enhancement/upgradation of amenities for station users, elements for enhancing user experience etc.
  - (e) Prepare detailed drawings, specifications, estimates and bid schedules for the first phase of the Master Plan, assist the Authority with respect to queries by prospective bidders and technical support during the execution of works of first Phase by contractor/s.

## 3. Scope of Services:

The scope of services shall be as follows:

- 3.1. The Consultant shall undertake this consultancy in order to achieve the Objective specified in Clause 2 above. The detailed scope of services specified below is not exhaustive. The Consultant shall be required to carry out additional works, if any, to meet the objectives stated above without any extra cost. The Consultants are, therefore, advised to study the existing site conditions carefully and determine the activities required before quoting.
- 3.2. The basic objective underlying the Master Plan is to improve facilities for the station users. Any planning shall keep in view the subsequent development of station into a city center, including providing a roof plaza, and any future commercial development. As far as possible, the planning shall be such that there is as little overlap and wastage during subsequent development.
- 3.3. The Master Plan to be prepared shall aim at optimal planning for facilities such as parking, inter-modal transfer and in-coming/outgoing road traffic at the Station as well as real estate development.
- 3.4. The Technical Feasibility Report and Master Plan to be prepared by the Consultant shall be supplemented with complete structural/ architectural/ MEPF drawings for all the components and the detailed Bill of Quantities (BOQ) cost related to development planned in Phase-1.
- 3.5. The outline scope of services to be performed by the Consultant shall include but not limited to the following:
- i. Review of previous reports/ available plans / drawings /data and verify the available drawings details at the Site;
  - ii. Studies, Surveys and Investigations;
    - a. Engineering Survey;
    - b. Ascertaining condition, ownership and usage of structures;
    - c. Existing utilities mapping, assess and plan permanent and temporary diversion of utilities;
    - d. Collection of Land maps/ records and details from Site to understand the extent of Railway land available for planning; and
    - e. Study of identification of sensitive structures;
  - iii. Applicable Development Control Norms;

- iv. Planning for augmentation of utility infrastructure such as water, power, sewage treatment etc;
- v. Plan for enhancement and upgradation of amenities at the station
- vi. Relocation plan for buildings, structures and utilities;
- vii. Architectural Controls, special conditions for execution of work, Preparation of indicative BOQ and Cost Estimates of Phase-1 works;

#### **4. Detailed Scope of Services**

The above scope of services is further explained hereunder:

##### **4.1. Review of previous reports/drawing/data and verify the available drawings of the Site**

**4.1.1.** The consultant shall collect relevant details, information, data, reports, future plans from the Railways/Local Bodies/Departments and understand the proposed/planned development within the influence area of the Railway Station. These data should include:

- (a) Available details with railway including yard plans, station plans, utility plans, existing drone survey reports, railway's planning/ proposals for utilizing land, any land proposed for monetization by RLDA or to be handed over to local bodies/Metro etc.
- (b) Details of station structure, Foot Over Bridges, Cover on Platforms, signages, CCTV, announcements, utilities and all other details necessary for the preparation of technical feasibility report and master plan.
- (c) Details of passenger, traffic and engineering surveys, goods/ parcel/ post movement details, train movement details, circulation area details, types of existing passenger amenities, facilities at station and terms of their license/ lease etc.
- (d) Permissible height, ground coverage, setbacks etc applicable to the development of in Railway land as per building bye laws, City Master Plan proposals in station surrounding areas;

**4.1.2.** Master Plan shall be developed around the future yard plans/operational infrastructure frozen by the Railways for the Project Station. The same shall be reviewed by the Consultant and may recommend improvements / adjustments while developing the Master Plan. The plans, drawings, other data available for the area has to be verified by physical verification, topographical survey and available records/reports. The Consultant shall ascertain and study development plans of various departments/local bodies which have bearing on the Master Plan. An integrated Master Plan for the areas necessary to provide passenger amenities/ circulation areas to meet the Objective at Project Railway Station shall be in the scope of the consultant.

**4.2. Railway Demand assessment:** The Consultant shall collect the expected future passenger traffic projections for the next 20 (Twenty) years from the Authority.

##### **4.3. Traffic study and development of integrated traffic plans**

**4.3.1.** To ensure easy access to the passengers from surrounding city, the Consultant shall study all roads leading to station. The consultant shall also study the traffic survey reports/data provided by the Authority and local bodies and plan widening of existing roads, junctions / corridor improvements (including grade separators where absolutely necessary over roads as well as the railway yard), improvement of existing geometry, augmentation of capacity on approach roads, segregation of through traffic, etc.

**4.3.2.** The Master Plan shall, inter-alia, include facilities required for vehicles carrying passengers, parcels, catering and linen materials, garbage disposal, vehicles for maintenance, VIP movements etc. and ensure smooth movements in the station premises. The design of circulating areas and inter-modal transfer facilities should provide an efficient, convenient and aesthetic solution to connectivity and integration between various modes of transport.

**4.3.3.** Consultant shall aim at seamless flow for pedestrians between public/private transport boarding/alighting points and station premises and minimizing the length of walking distances. The requirements of pedestrians and physically disabled persons are to be specially taken care of. Parking requirements of the station should be well provided in the Master Plan. Considerations for disaster management shall be an integral part of the planning.

##### **4.4. Studies, Surveys and Investigations**

**4.4.1. Engineering Survey:** The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. The development should not be confined to the site but also include infrastructure facilities and adjoining railway land to present an integrated development around the site. A report shall be prepared on

topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), close traverse survey details along with the photographs of important locations.

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

**4.4.3. Exiting utilities mapping, assessment and planning of permanent and temporary diversion of utilities:** The Consultant shall map the physical and ground details, such as alignment of roads, details of existing structures on the proposed development area, land use details, utilities (telephone lines, signal lines/ equipment, HT/LT lines, water supply, drainage/gas lines and OFC cables, etc), trees and other plantation and access to adjacent properties.

**4.4.4. Geotechnical Investigation:** The consultant shall carryout need based geo-technical investigation for the Technical Feasibility Report.

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

#### **4.5. Assessment of Additional Requirement of Utility Infrastructure**

**4.5.1.** Consultant shall review the existing infrastructure in terms of drainage, water, sewerage, power and communications for the entire Railway Station and suggest any augmentations/ modifications/ replacement duly incorporating elements of sustainable development.

#### **4.6. Relocation Plan for Structures**

**4.6.1.** Consultant shall assess the requirements of relocation of structures and their users/occupants, removal of encroachments, rehabilitation and resettlement, land acquisition, diversion of services/utilities and trees to be felled. Wherever technically possible, and subject to sufficient residual life/ satisfactory condition of buildings, the Consultant shall plan to retain some of the existing structures through the processes of restoration, adaptive reuse etc.

**4.6.2.** Plans prepared by the Consultant shall incorporate drawings for structures required to be relocated and due space provisions for the relocation and permanent diversion of services/utilities. Cost estimates for all these requirements shall also be included.

**4.6.3.** Any other study or survey which the Consultant considers necessary or which Authority may stipulate for successful completion of the Services under the Consultancy shall be carried out.

**4.6.4.** The Consultant shall identify locations of plots suitable for commercial monetization including development of logistics parks etc at the Railway Station. The planning/ relocation shall be done such that such monetization can be done subsequently. Details and drawings of such locations shall be included in the Technical Feasibility Report.

**4.6.5.** The Consultant shall suggest the relocation of operational and other structures that need to be dismantled on account of the Master Plan and shall suggest workable plans to first complete the construction of buildings to house facilities prior to their actual shifting/demolition. Only in exceptional and unavoidable cases, shifting of establishments to temporary accommodation should be resorted to.

#### **4.7. Consultation with Local Bodies/other Authorities:**

**4.7.1.** The Consultant shall initiate consultations for improving circulation in the roads leading to the Railway Station and owners for other modes of transport including Metro, RRTS, BRTS, ropeways, waterways etc.

**4.7.2.** The responsibility for defending the plans/proposals and designs including modifications thereto, if any, before the various authorities shall remain with the Consultant.

**4.7.3.** The Consultant shall study the development control norms, building bylaws and Master Plan of the city and other requirements laid down by local authorities and shall advise Authority regarding the nature and extent of construction permitted. The Consultant shall actively assist Authority in preparation of documents, reports, drawings etc. to enable Authority to logically argue its case and get the issues

satisfactorily resolved. The Consultant shall prepare plans conforming to the extant building bylaws or as instructed by the Authority.

**4.8. Study of Amenities at the station:**

- 4.8.1. The consultant shall carefully study the amenities at the station for its various users and suggest for improvements of the same as per the extant policies of the Ministry of Railways.
- 4.8.2. It is envisaged to provide cost efficient improvement to facades, provision of wide, well-lit aesthetically pleasing entrance porches. The consultants shall study the same and suggest appropriate improvements.
- 4.8.3. Existing building usage shall be reviewed and space may be required to be released in favour of passengers near the station entrances and the Railway offices should be suitably relocated.
- 4.8.4. It is envisaged to relocate redundant/old buildings in a cost-efficient manner so that space is released for higher priority passenger related activities and future development may be carried out smoothly. Creation of new buildings should generally be avoided other than those required for relocation of old structures or relocation of structures to improve circulation or provision of structures to improve the size of waiting halls. Consultants should plan it in consultation with the Authority.
- 4.8.5. Attempts shall be made to club different grades/types of waiting halls and provide good cafeteria/retail facilities as far as possible. Suitable low-level partitions may be done in waiting halls if required.
- 4.8.6. Provision for minimum two stalls for One Station One Product shall be made.
- 4.8.7. Space shall also be created for Executive Lounges and places for small business meetings.
- 4.8.8. At least one aesthetically designed hoarding(signage) on each side of the circulating area at a prominent location shall be erected for display of important information etc. The size of such hoarding shall not be less than 10mx20m.
- 4.8.9. Station approaches should be improved to ensure smooth access by widening of roads, removal of unwanted structures, properly designed signages, dedicated pedestrian pathways, well planned parking areas, improved lighting etc. Necessary liaison should be established with local authorities for necessary improvements to be carried out by local authorities in their areas.
- 4.8.10. Elements of landscaping, green patches and local art and culture should be used to create a pleasant experience for the station users.
- 4.8.11. Second Entry Station Building and circulating area shall be improved as per the needs of the station. Wherever second entry building is not being provided presently, space for circulating area should be well planned.
- 4.8.12. High level platforms (760-840 mm) shall be provided at the Railway Station. Length of the platforms shall generally be 600m, however, yard layout and other considerations of the Authority should be examined while planning.
- 4.8.13. Length, location and phasing of Platform shelters shall be developed in consultation with the Authority based on usage of the station.
- 4.8.14. Ballastless tracks (BLT) should be provided on platform lines and lines with train maintenance facilities if suggested by the authority. Proposals and execution of works should be planned in suitable phases in consultation with the Authority.
- 4.8.15. Drainage of platforms and circulating areas shall be studied by the consultant. Special emphasis shall be given to achieve self-cleansing of drains as far as possible. Suitable cross drains, sump and pump arrangement may be planned where natural slopes are not adequate. Drains may be planned to be covered with aesthetically designed theft resistant covers. Consultant shall also develop a drainage plan for the Master Plan area.
- 4.8.16. Cables should be planned to be laid in aesthetically designed duct or cable trays and should have provision for future cables as well.
- 4.8.17. Material finishes of elements, such as flooring, walls, structures, furniture, sanitary fittings, etc. within the public areas of the station where surfaces either come in direct physical contact of passengers or are visible to them should be highly durable (preferably washable), generally dustproof and need low maintenance.
- 4.8.18. The furniture available on Waiting halls, Platforms, Retiring Rooms, Offices shall be reviewed and intervention planned for more comfortable and durable furniture suitable to the Railway Stations of that area. In a phased manner, it shall be planned to eliminate multi-design furniture. Suggestions shall also be made by the Consultant for usage of the released furniture.

- 4.8.19. All signages/display boards including train indication boards and coach guidance systems/boards should be positioned for intuitive way finding, should have good visibility and be aesthetically pleasing. Public announcement system should be planned to ensure pleasing quality.
- 4.8.20. Escalators may be provided at NSG/1-4 and SG/1-2 category stations irrespective of footfall. Phasing may be required for provision of the lifts/escalators in consultation with Authority. However, the General Arrangement Drawings should be prepared in sufficient details to speed up the work of installation of escalators/lifts as per the phasing plan.
- 4.8.21. Amenities for Divyangjan at stations shall be as per guidelines issued by Railway Board from time to time.
- 4.8.22. Ceremonial flags may be provided at appropriate space in the station.
- 4.8.23. At least two station name boards should be LED based with good visibility for the passengers of trains passing through the station.
- 4.8.24. Circulating area boundary wall normally should not block the view of the station from outside. Access may be controlled by iron/steel grill fencing. However, the planning should be such that unnecessary dismantling of existing walls is avoided. The costs of providing fencing should not be very high.
- 4.8.25. Sufficient number of toilets shall be provided at all categories of stations with separate provisions for women and Divyangjan. Location of toilets should be appropriate to station usage, easily visible and accessible.
- 4.8.26. Consultant shall study the existing assets and submit plans for gradual shift to sustainable and environmentally friendly solutions as per availability of funds and condition of existing assets.
- 4.8.27. Lighting arrangements at the station shall be studied in detail by the Consultant. Illumination levels specified vide Railway Board's letter no. 2008/Elect(G)/172/1 dated 08.03.2019 for the then A1 and A category stations shall be applicable for Amrit Bharat Stations. Tentative guidelines are as given in Railway Board's letter no. 2022/GS/Stn. Dev.-I/08/70 dated 23.12.2022. The Consultants shall also submit proposals to further improve the overall look of a station through façade lighting based upon the layout of a particular station.
- 4.8.28. CCTV surveillance system along with panic button at various location in the stations to be planned in consultation with Authority.
- 4.8.29. The above list of amenities is not exhaustive. The Consultant shall examine and submit proposals for the amenities based on their existing condition requiring improvement, as per the guidelines issued by Ministry of Railways, best practices, global benchmarks and aspirations of the society. Based on the Authority's decisions for the type of amenities, further detailing for the Master Plan, Technical Feasibility Report, Estimates and Bid Schedules shall be carried out.

#### **4.9. Development of Master Plan**

- 4.9.1. The consultant shall develop at least three conceptual alternatives for façade improvement for the station building including the concerned circulating areas. Wherever station has multiple entry buildings, the conceptual alternatives (at least three) shall be developed for each one of them separately. The Consultant shall provide elementary 3-D views and assess the approximate costs and benefits of different alternatives for the assessment of the Authority. The conceptual alternatives should be sufficiently detailed, equally complete, feasible and viable in all respects so that the Authority may be able to take an informed decision based on a range of options. These alternatives shall be presented at an intermediate stage before draft submission stage. The Authority might selectively choose some concepts from each alternative and the Consultant may have to develop a new option based on these inputs. The alternatives which are rejected by Authority for non-compliance to the TOR shall have to be replaced by the Consultant. The Consultant will carry out detailing for the Concept Plan selected by the Authority and proceed further to develop the Master Plan.
- 4.9.2. The Master Plan, read with supporting drawings and reports, shall meet the requirements of this TOR. The Master Plan should be sufficiently detailed to give a complete picture of the station.
- 4.9.3. The Master Plan shall also clearly indicate the land pockets identified for subsequent commercial development and its approach roads and other utilities.
- 4.9.4. The Master Plan shall show the location for Ceremonial flag, the tentative location for Roof Plaza, the places identified for 5G towers, the spaces marked for parcel

sidings/spurs and goods/parcel handling areas, the pockets identified for development as green patches etc.

**4.9.5.** The Master Plan shall clearly indicate the integration with the other existing / proposed public transport modes, like High-Speed Railway, Metro LRT, and Metro Rail System, BRTS, Bus Depot etc.

**4.9.6.** Master plan shall be fit for modular / phased construction.

**4.9.7.** The drainage of circulating area and yard shall be carefully studied and proposals shall be included for improving the same.

**4.9.8.** The Master Plan shall clearly show the building needing relocations and any modifications changing the footprint of the existing buildings/structures.

**4.9.9.** The Technical Feasibility Report to be prepared by the Consultant will contain various drawings, floor plans and sufficient other details to judge the feasibility and constructability of various layouts. After receiving the observations of Authority on the Master Plan and draft Feasibility Report, the Consultant shall further amplify the major elements of design of the Project, and prepare Design for the Project such that bids/bids can be called for the same, in single or multiple phases planned by the Authority. The Master Plan and Technical Feasibility Report shall be compliant to the applicable laws/bye-laws/rules/regulations in force at the time of submission of the Master Plan and Technical Feasibility Report.

#### **4.10. Designs**

**4.10.1.** The Consultant shall prepare design and drawings of the planned Works under Phase-1. The details of foundations, structural system supporting unique and uncommon architectural elements, typical parameters of unique and special architectural finishes, parameters of external architectural facades/canopies, operational and passenger areas including size, location and minimum facilities to be provided in each area, platform usage plan showing positioning of important operational and passenger facilities, etc. The architectural design should be advertisement friendly and earmark space for advertisements.

**4.10.2.** These drawings shall be prepared in sets of A-3 or larger size drawing sheets containing drawings as well as design parameters. These design drawings together with specifications shall be adequately clear to explain the scope of work to the Bidders. For detailing and explaining the plans/structures/structural components, necessary three/two dimensional sketches shall also be provided.

#### **4.11. Project cost and Preparation of BOQ and Cost Estimates**

**4.11.1.** The Consultant shall work out the BOQ of various components and prepare cost estimates of the Works with a break up of cost for each component separately for works planned in Phase-1.

#### **4.12. Preparation of Technical Schedules**

**4.12.1.** The Consultant shall prepare, revise and update all technical schedules for works planned in Phase-1 in consultation with the Authority. These schedules will define the Authority's architectural parameters and controls as well as the technical requirements, based on which bids shall be called by the Authority in one of more phases.

**4.12.2.** These schedules shall consist of drawings and design, construction and functional criteria and will generally define the site of the project including the existing assets and facilities, scope of relocation and development, development control norms for the proposed development, scope of other civic infrastructure such as roads, parks, landscaping etc. Generally, the content of these schedules shall be derived from the approved Master Plan and draft Technical Feasibility Report and shall be submitted as part of the final Technical Feasibility Report.

**4.12.3.** The Schedule of Rate as well as non-schedule items shall be included in the planning. Necessary market rate analysis, quotations for the basis of rates and other supporting documents shall be furnished to enable the estimates to be sanctioned.

### **5. Deliverables:**

The Consultant shall deliver the following deliverables (the "Deliverables") during the course of this Consultancy. Each Deliverable shall include drawing, report, photographs and such other documents that generally comprise Deliverable for similar consultancy work internationally by way of best practices. The Deliverables shall be so drafted that they could be given to the prospective developers for guidance in preparation of their bids. [5(Five)] hard copies and [2 (two)] soft copies in pen-drives of all the Reports, Drawings, 3D/2D views etc. mentioned below shall be submitted to Authority. The size

of drawings shall be A-3 (maximum) up-to Concept Plan stage. Subsequent stage drawings may be submitted on larger sheets, if required.

**5.1. Survey Report (SR):**

This report shall contain the details provided by the Authority about the land boundary plans, yard plans, projected traffic details, estimated passenger numbers for the design horizon period, any other inputs given by the Authority. The consultations carried out with local bodies and other statutory Authorities shall also be contained in this report. The topographical survey and any other surveys carried out by the Consultant shall also be part of this report. This report shall contain the condition of existing assets including trees etc on the project site. Station usage studies carried out by the Consultant shall be part of the Survey Report.

**5.2. Concept Plan (CP)**

As per details in clause 4.9.1 above.

**5.3. Master Plan (MP)**

**5.3.1.** As per clause 4.9 above

**5.3.2.** Format for stakeholder consultation as Railway Board letter no. 2022/GS/Stn. Dev.-I/08/70 dated 23.12.2022

**5.4. Detailed Estimate (DE)**

**5.4.1.** The Consultant shall prepare a detailed estimate for implementation of the works planned in Phase-1 duly marked in Master Plan in consultation with the Authority. Phasing plan should also cover how various utilities will be provided in each phase. The Consultant shall identify and prepare an exhaustive list of works to be included in the different phases in a manner that is feasible and which improves passenger services at the Station.

**5.4.2.** The schedule of finishes for various components of project shall also be proposed in this report. During the planning process, the components of different phases may change and, in that case, the Detailed Estimate shall be modified accordingly.

**5.5. Technical Feasibility Report (TFR):** The technical feasibility report (the “Technical Feasibility Report” or “TFR”) shall include the final Master Plan incorporating compliance of Authority observations, an executive summary of relevant survey/study reports, site plans, drawings of traffic integration, plans at each floor level, sections and elevations, perspective plans, landscape design, streetscape plan, structure relocation, costing, sensitive structure study, phasing and construction planning, appropriate maintenance practices for the solutions proposed by the Consultant etc. The FR shall consist of, but not be limited to, the following:

**5.5.1. Drawings:** The drawings shall be prepared for the work planned in Phase-1 of Master Plan under Amrit Bharat Station Scheme. After receiving the approval of the Authority on the Master Plan, the Consultant shall prepare the drawings for foundations, superstructure, underground structure, roof structure, water supply mains, electrical power supply and distribution, communication systems, Passenger Information Systems, sewerage mains, storm water drainage, landscaping etc. in sufficient detail so as to demonstrate the constructability and feasibility of the Master Plan. This shall include but not be limited to Architectural Plan, site plan, ground plan, L-sections, cross sections, elevations, perspective views, street scape plan, traffic integration & Circulation Plan, Utility Plan and landscape plans including brief design commentary. The details of location and types of signages, elements of Local Art & Culture, Façade Lighting Plan lighting at different locations, furniture etc. shall also be included in the drawings.

**5.5.2. Construction Methodology:** In order to achieve the Objective the Consultant shall suggest a construction methodology that is reasonably elaborate and economical laying down construction sequences, temporary structures, diversion plans and construction phasing. The construction methodology should ensure modularity and amenability to retrofitment.

**5.5.3. Construction Plan:** The construction plan of Phase-1 works shall include the methodology for execution, equipment required, site planning with respect to locations for storage, flow of construction traffic, handling of materials, fabrication yards, movement of materials, road traffic diversions, rail traffic diversions/blocks, passenger management, temporary arrangements, temporary parking, utility diversions and project scheduling.

**5.5.4. User Amenity Report:** It shall include detailed report on status of amenities for the users and the proposals for development as detailed in clause 4.8 above.

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

## 5.6. Technical Schedules (TS)

The Consultant shall prepare Technical Schedules for Bid documents for selection of contractor Phase I works.

**5.6.1.** The Consultant shall prepare, revise and update all Technical Schedules and Drawings as per the requirements of the bid document in order to convey the information required to the bidders for Phase I of the Works. These schedules shall consist of drawings and designs, construction and functional outline criteria and will generally define the site of project including the existing assets and facilities, scope of relocation etc.

### 5.6.2. Detailed Specifications and Schedule of Finishes

The consultant is required to review and update detailed schedules of finishes, specifications, colors, makes and models of all items required for constructing. The consultant shall also provide specifications, details, etc. for new / non-scheduled items. While the existing Authority specifications and schedule of finishes shall be adopted to the extent possible, project-specific variations, especially in respect of finishes and exteriors would have to be specified.

**5.7. Good for Construction Drawings:** The Good for Construction (GFC) drawings which are not part of the Technical Feasibility Report, bid schedules shall be provided by the Consultant during KD6 stage.

## 6. Time and Payment Schedule

**6.1.** The total duration of this consultancy assignment shall be one year, excluding any delay in granting approvals including by Authority to the draft reports. The Consultant is expected to provide support during construction by way of providing drawings required during construction and joining site visits as per need. Nothing extra shall be paid for site visits either during consultancy work or construction support for meetings, travel, lodging, boarding, stationery etc. and expenditure towards above shall be deemed to be included in Professional Consultancy fee.

**6.2.** Time schedule for submission of important deliverables, shall be determined by the maximum permissible number of days from the date of award of work (the “Key Days”).

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

Key Deliverable No.	Description of deliverables	Days from Date of Commencement of work (In Days)	Payment (% of Awarded Cost of Work)
KD1	Survey Report	14	5%
KD2	Concept Plan (CP)	21	10%
KD3	Master Plan (MP)	30	15%
KD4	Technical Feasibility Report (TFR)	42	20%
KD5	Detailed Estimate (DE) along with BOQ Bid Schedules (TS) for work planned in phase-1	45	25%
KD6	Good for Construction Drawings	100	20%
KD7	Support During Construction	365	5%
<b>Total</b>			<b>100%</b>

### **6.3. Weekly Meetings:**

Authority may review the progress of the Consultancy in every meeting (weekly or earlier) to be held at Authority's office/online as per Authority's requirements. Consultant is required to make presentation as and when demanded by Client /Authority.

## **7. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to Authority in soft form apart from the Deliverables indicated in above. The study outputs shall remain the property of Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by Authority and execution of Phase-1 work by the construction Contractor after which Authority shall issue a completion certificate to that effect.

## **SCHEDULE – 2: FORM OF CONSULTANCY AGREEMENT**

**FORM OF CONSULTANCY**

**AGREEMENT DATED**

**BETWEEN**

**CENTRAL RAILWAY**  
(Ministry of Railways, Government of India)

**AND**

**M/s \_\_\_\_\_**

**FOR**

Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc  
for  
“.....” Railway Station  
on  
Bhusawal Division of Central Railway  
under  
**“AMRIT BHARAT STATION SCHEME”**

## **CONSULTANCY AGREEMENT**

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

### **WHEREAS**

- (1) The Authority under Ministry of Railways, Government of India has been given the responsibility to develop/redevelop railway stations.
- (2) The Authority is desirous for engagement of consultant for Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc for “.....” Railway Station on Bhusawal Division of Central Railway under “AMRIT BHARAT STATION SCHEME”.
- (3) The Authority has issued Request for Proposal for the Consultancy Services mentioned at S.No. (2) above (hereinafter referred to as ‘**BID / QUOTATION**’), vide Tender No. \_\_\_\_\_. Both ‘Terms of Reference and ‘Instructions to Bidder(s)’ form an integral part of this contract.
- (4) The Technical Consultant is a firm having particular skill and expertise in the field which the Authority wishes to use and hence Authority has selected the Technical Consultant pursuant to this BID / QUOTATION for the purposes of the Project and he has agreed to provide services to the Authority as per Terms of Reference (TOR) (hereinafter referred to as “**the Consultancy Services**” or “the Services”).
- (5) The Bidder shall provide the Consultancy Services for the Railway Station mentioned at S.No. (2) above (hereinafter referred to as “**the Site**”).
- (6) The BID / QUOTATION along with Annexure to this Agreement form an integral part of the contract.

### **NOW THE PARTIES HEREBY AGREE: -**

#### **1. INTERPRETATION**

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

"Agreement" means this Agreement including ‘Terms of Reference and ‘Instructions to Bidders’ of the Request for Proposal (BID / QUOTATION) for Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for “.....” Railway Station on Bhusawal Division of Central Railway under “**AMRIT BHARAT STATION**

**SCHEME”** and all amendments and modifications thereto made in accordance with the provisions hereof or which are incorporated herein expressly by reference.

“Confidential Information” includes all information supplied by the Authority to the Technical Consultant about the Project or the Authority’s affairs or finances or which comes into the possession of the Technical Consultant during the course, or as a consequence, of its providing the Services to the Authority

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

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

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

## 1.2 In this Agreement: -

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

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

## 2. TECHNICAL CONSULTANCY SERVICES

2.1 The Authority hereby engages the Technical Consultant to provide Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for “.....” Railway Station on Bhusawal Division of Central Railway under “AMRIT BHARAT STATION SCHEME” on the terms and conditions set out in this Agreement.

2.2 The Services shall commence on the date of issue of Letter of Award (hereinafter referred to as ‘LOA’) and shall be completed as per the detailed timeframe indicated in the Terms of Reference (TOR) of the ‘BID / QUOTATION’.

## 3. TECHNICAL CONSULTANT’S SERVICES

- 3.1 The Technical Consultant shall provide the Services with due diligence, to the best of his ability and making full use of his skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of Authority.
- 3.2 In providing the Services, the Technical Consultant shall devote such time and effort as may be required to ensure proper performance of this Agreement duly within the time frame specified.
- 3.3 Time is the essence of the contract. Internal target dates as specified in Clause 6 of TOR of the BID / QUOTATION, should be strictly adhered to by the Technical Consultant, failing which Authority will have the right to take action against the Technical Consultant in accordance with the contract which includes, and is not restricted to,

imposition of liquidated damages vide Clause 4 of this Agreement and termination as per Clause 6 of the Agreement.

- 3.4 In providing the Services the Technical Consultant shall comply with all the prevailing laws and legislation in force, both local and Central.
- 3.5 The Technical Consultant shall, apart from providing services as mentioned in TOR of the BID / QUOTATION,
- Hold meetings with the Authority as often as the Authority reasonably requires during the period of this Agreement,
  - Liaison with the Authority as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
  - At all times act in good faith; and
  - Report to the Authority in writing of its progress fortnightly.
- 3.6 The Technical Consultant shall ensure that the Authority, and officials of the Authority having authorization from the Authority, are provided unrestricted access to the office of the Technical Consultant and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Technical Consultant and verify the records relating to the Services for his satisfaction.
- 3.7 Accounting, inspection and auditing: The Technical Consultant shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Technical Consultant's costs and charges); and (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.
- 3.8 Consultant's actions requiring the Authority's prior approval: The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:
- a) appointing such members of the Professional Personnel as are not listed in the Bid form 5.
  - b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
  - c) any other action that is specified in this Agreement.
- 3.9 Accuracy of Documents
- The Technical Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 8.1, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Technical Consultant or arises out of its failure to conform to good industry practice. The Technical Consultant

shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

3.10 Technical Consultant's personnel And Sub-Consultants:

- a) General: The Technical Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
- b) Deployment of Personnel: The designations, names and the estimated periods of engagement in carrying out the Services by each of the Technical Consultant's Personnel are described in this Agreement.
- c) Approval of Personnel: The Professional Personnel listed in the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the format provided in the BID/QUOTATION. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Technical Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Authority.

3.11 Substitution of Key Personnel:

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

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

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

- 4.1 The Technical Consultant has submitted a Performance Security to Authority for a sum equivalent to [3% (three percent)] of the Cost of the Consultancy amounting to Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the form of Bank Guarantee/ TDR/ Demand Draft/ Bankers' Cheque or Pay Order in favor of "\*\*\*\*\*", drawn on any nationalized or scheduled commercial bank and payable at \*\*\*\*\*.
- 4.2 The said Performance Security will be kept valid for twelve months (12 months) from the date of issue of LOA initially. Thereafter as required by the Authority, the same shall be

kept valid for three months or for such period, as may be decided by Authority, over and above the Scheduled period of completion of work. The Performance Securities would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

- 4.3 Delays: Any delay by the Technical Consultant in the commencement or delay in performance of its contractual obligations shall render the Technical Consultant liable to any or all of the following:
- a) Imposition of Liquidated damages (L.D.) @ 0.5% of the contract value per week, subject to maximum of 10% of the contract value. This may also include Forfeiture of Performance Security.
  - b) Non-submission of final report by due date (unless the same is due to Authority's administrative delays) may also attract levy of L.D. However, the same can be paid back to the Technical Consultant for making good the default in subsequent target dates by non-slippage of the targets for subsequent/final activity.
  - c) Termination of the contract, in terms of Clause 6 below.
- 4.4 Extension of Time. Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the Technical Consultant, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the Technical Consultant encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify Authority in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the Technical Consultant's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Technical Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.5 Rates for extra work: Any extra work carried out by the Technical Consultant on the instructions of Authority which is not included in the scope of consultancy shall be executed as per man days rates agreed upon between Authority and the Technical Consultant before execution of such items. The rates payable for such items shall be decided by Authority and the Technical Consultant in as short a period as possible after the need for the extra item has come to notice.

## **5. Force Majeure**

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

## **6. Termination**

- 6.1 Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the Technical Consultant has rendered all the services to the satisfaction of the Authority and the same are accepted by Authority.
- 6.2 The Authority may, by giving notice in writing, immediately terminate this Agreement if the Technical Consultant or any of the Technical Consultant's personnel:
  - 6.2.1 Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the Technical Consultant within ten days of receipt of a notice from Authority specifying the breach and requiring its remedy;
  - 6.2.2 Having remedied the breach referred to in sub-paragraph 6.2.1 further breaches the terms of the Agreement on two or more occasions;
  - 6.2.3 Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by Authority of any Confidential Information;
  - 6.2.4 commits any offence under the Prevention of Corruption Act 1988;
  - 6.2.5 Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning;
  - 6.2.6 Is guilty of delay in commencement of services or delay in performance of its contractual obligations.
- 6.3 Authority may also terminate this Agreement in terms of Clause 5.3.
- 6.4 If in the opinion of the Authority, Technical Consultant becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them Authority shall be entitled to terminate this Agreement by notice to the Technical Consultant. The Technical Consultant shall immediately notify Authority should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.
- 6.5 Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.
- 6.6 Authority also reserves the right to short close the Agreement any time. No compensation shall be payable beyond the services payable as per Payment Schedule.

## **7. AMENDMENT/WAIVER**

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

## **8. LIABILITY OF BIDDER TO THE CLIENT AND INSURANCE**

8.1 The Technical Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The Technical Consultant shall, subject to the limitation specified in this Clause 8.1, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence or willful misconduct on the part of the Technical Consultant or on the part of any person or firm acting on behalf of the Technical Consultant in carrying out the Services, the Technical Consultant, with respect to damage caused by the Technical Consultant to the Client's property, shall not be liable to the Client: For any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (A) the total payments for Professional Fees made or expected to be made to the Technical Consultant hereunder, or (B) the proceeds the Technical Consultant may be entitled to receive from any insurance maintained by the Technical Consultant to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability specified in this Clause 8.1 shall not affect the Technical Consultant's liability, if any, for damage to Third Parties caused by the Technical Consultant or any person or firm acting on behalf of the Technical Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the agreement/contract value.

### **8.2 Insurance to be taken out by the Technical Consultant**

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

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

- a) Third Party liability insurance as required under Applicable Laws.
- b) Third Party liability insurance with a minimum coverage of Rs. 50 Lakhs for the period of this Agreement
- c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount as per this Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium. The Technical Consultant may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.
- d) Employer's liability and workers' compensation insurance in respect of the Personnel

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

## **9. CONFIDENTIAL INFORMATION**

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

## **10. DISPUTES**

- 10.1 Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of Clause 10.
- 10.2 If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior officials or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.
- 10.3 If notwithstanding any steps taken by the parties pursuant to paragraph 10.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be resolved through conciliation process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the Indian Railways Standard General Conditions of Contract 2020 (GCC July 2020) issued

by Engineering Department, including any correction slips as updated from time to time. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Technical Consultant to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Authority. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Technical consultant's "Notice of Dispute", notify the name of conciliator(s) to the Technical Consultant. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by the Authority representative, Technical Consultant and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

- 10.4 Matters Finally Determined by the Authority: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Technical Consultant to the GM and the GM shall, within 120 days after receipt of the Technical Consultant's representation, make and notify decisions on all matters referred to by the Technical Consultant in writing provided that matters for which provision has been made as referred below
- i. Further, in case Authority is of the view that Technical Consultant's sub-consultant performance is not satisfactory, he may instruct the Technical Consultant to remove the sub-consultant from the work and the Technical Consultant has to comply with the above instructions with due promptness. Technical Consultant shall intimate the actual date of discontinuation of sub-consultant to the Authority. No claim of Technical Consultant whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
  - ii. Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Technical Consultant or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Technical Consultant to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Technical Consultant's bills/Security Deposit or any other dues of the Technical Consultant with the Government of India.
  - iii. The Technical Consultant shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Technical Consultant will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.
  - iv. Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Authority thereon shall be final subject to the appeal (within 7 days

of such decision being intimated to the Technical Consultant) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

- v. Rates for Extra Items of Works: Any item of work carried out by the Technical Consultant on the instructions of the Authority which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Authority and the Technical Consultant before the execution of such items of work and the Technical Consultant shall be bound to notify the Authority at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Authority and Technical Consultant, in as short a period as possible after the need for the special item has come to the notice. In case the Technical Consultant fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Authority shall be entitled to execute the extra works by other means and the Technical Consultant shall have no claim for loss or damage that may result from such procedure. The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:
- (i) Analysis of Unified Schedule of Rates of Indian Railways
  - (ii) Analysis of Delhi Schedule of Rates issued by CPWD
  - (iii) Market Analysis

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

- vi. Signing of "No Claim" Certificate: The Technical Consultant shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Technical Consultant, after he shall have signed a "No Claim" Certificate in favor of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Technical Consultant shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
- vii. It shall be open to the Technical Consultant to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Authority or the Authority's representative in the presence of the Technical Consultant or in his absence after due notice has been given to him in consequence of objection made by the Technical Consultant shall be final and binding on the Technical Consultant and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.
- viii. Provisions of Payments of Wages Act: The Technical Consultant shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty contractors or sub-contractors/sub-consultants in the works. If in compliance with the terms of the contract, the Technical Consultant directly or through petty contractors or sub-contractors/sub-consultants shall supply any labour to be used wholly or partly under the direct orders and control of the Authority whether in connection with the works to be executed hereunder or otherwise for the purpose of the Authority, such labour shall

nevertheless be deemed to comprise persons employed by the Technical Consultant and any moneys which may be ordered to be paid by the Authority shall be deemed to be moneys payable by the Authority on behalf of the Technical Consultant and the Authority Engineer may on failure of the Technical Consultant to repay such money to the Railways deduct the same from any moneys due to the Technical Consultant in terms of the contract. The Railway shall be entitled to recover the same from Technical Consultant's bills/Security Deposit or any other dues of Technical Consultant with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Authority upon any question arising out of the effect or force of this Clause shall be final and binding upon the Technical Consultant.

- ix. In every case in which, by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Technical Consultant or his sub-contractor/sub-consultant in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Technical Consultant's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Technical Consultant, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Technical Consultant's bills/Security Deposit or any other dues of Technical Consultant with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Technical Consultant and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Technical Consultant as stated above shall be final and binding on the Technical Consultant.
- x. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty contractor or sub-contractor/sub-consultant employed by the Technical Consultant in executing the work, Railway will recover from the Technical Consultant the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Technical Consultant's bills/Security Deposit or any other dues of the Technical Consultant with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Technical Consultant and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
- xi. Provision of Mines Act: The Technical Consultant shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty contractors or sub- contractors/sub-consultants employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise
- xii. Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Technical Consultant will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
- xiii. Payment on Determination of Contract: Should the contract be determined under sub clause above, and the Technical Consultant claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall

- admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Authority. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- xiv. Determination of Contract owing to Default of Technical Consultant.

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

10.5 Arbitration: If notwithstanding any steps taken by the parties pursuant to Clause 10.3 the dispute remains unresolved within the time period, then the dispute shall be subject to arbitration process as per the Settlement of Disputes – Indian Railway Arbitration and Conciliation Rules provided under the Indian Railways Standard General Conditions of Contract 2020 (GCC July 2020) issued by Engineering Department, including any correction slips as updated from time to time.

10.5.1 Demand for Arbitration:

- (i) In the event of any dispute or difference between the parties hereto as to the operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Technical Consultant may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in the Matters finally determined by Railways as per clause 10.4, the Technical Consultant, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- (ii)
- a. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
- b. The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the agreed format.
- (iii)
- a. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- b. The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- c. The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- d. Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- (iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (v) If the Technical Consultant does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

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

10.5.1 Appointment of Arbitrator:

- a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:
  - i. In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.
  - ii. In cases not covered by the Clause (i) above, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 (two) Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Technical Consultant's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Technical Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 (three) arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Technical Consultant's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.
  - iii. The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 10.5.1 (i) and (ii) above, can continue as arbitrator in the tribunal even after his retirement.
- b) Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:
  - i. In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.
  - ii. In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will

send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Technical Consultant within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Technical Consultant will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Technical Consultant's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Technical Consultant's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Technical Consultant's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

c)

- i. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

ii.

- a. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- b. Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

iii.

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

iv.

- a. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
  - b. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award
  - c. A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 10.5.2 In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 10.5.3 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 10.5.4 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the agreed format to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 10.5.5 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

## **11. STATUS**

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

## **12. SET OFF**

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

## **13. NOTICES**

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

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

13.2 If a notice is served by:

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

13.2.2 Either party may give notice to the other of change of address/ telefax nos for Service of Notices in accordance with the provisions of this Clause 14.

#### **14. GOVERNING LAW**

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

#### **15. ASSIGNMENT**

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

#### **16. ENTIRE AGREEMENT**

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

#### **17. SEVERABILITY**

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

#### **18. TECHNICAL CONSULTANT'S WORK ON THE CONSULTANCY TO BE THE PROPERTY OF AUTHORITY:**

18.1 All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of Authority and shall be used by Authority as deemed fit. Soft copies of deliverables shall also be furnished as required by Authority.

18.2 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Technical Consultant (or by the Sub-Consultants or any Third Party) in

performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Technical Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

18.3 The Technical Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Technical Consultant may retain a copy of such Consultancy Documents. The Technical Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

18.4 The Technical Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

## **19. WAIVER**

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

AS WITNESS the signatures on behalf of the parties hereto

Signed on behalf of the Authority

Authorized signatory

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

**Signed by the** Technical Consultant ( )

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

### **In the presence of:**

1. Witness name Address Occupation  
Witness Signature
2. Witness name Address Occupation  
Witness signature

## **ANNEXURES FOR AGREEMENT**

Annexure-1	Terms of Reference
Annexure-2	Financial Bid
Annexure-3	Payment Schedule
Annexure-4	Bank Guarantee for Performance Security Letter of Award

**Annexure -1**

**Terms of Reference**

Reproduce Schedule-1 of Bid Document

**Annexure-2**

**Financial Bid (Cost of Services)**

*(Refer Clause 2.5.1)*

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

**Annexure-3**

**Payment Schedule**  
*(Refer Clause 6.2 of TOR)*

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

\_\_\_\_\_,  
[name and address of Authority],

**Date of Issue:**

**Guarantee Reference:**

**Bank Guarantee for Performance Security**

In consideration of [name and address of Authority as mentioned in KIT] (hereinafter referred as the Authority/Client, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns) having awarded to M/s ..... having its Office at \_\_\_\_\_ (hereinafter referred to as the Technical Consultant which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of clients Letter of Award No. \_\_\_\_\_ Dated \_\_\_\_\_ and the same having been unequivocally accepted by the Technical Consultant, resulting in a contract valued at Rs. (Rupees \_\_\_\_\_) excluding GST for consultancy services pertaining Consultancy services for feasibility study, detailed master planning, urban designing, engineering & preparation of Detailed Project Report (DPR) for integrated re-development of Railway Station at \_\_\_\_\_ (hereinafter called the contract), and the Technical Consultant having agreed to furnish a Bank Guarantee to the client as Performance Security as stipulated by the Client in the said contract for performance of the above contract amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

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

## Schedule-2: Form of Agreement

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

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

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

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

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

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

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

Notwithstanding anything contained herein.

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

Place:. Date:

For Bank

\_\_\_\_\_.

\*\*\*\*\*

## **APPENDICES**

## APPENDIX-I

### Bid Form-1

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

**(To be submitted as a part of Bid Document)**  
(Date and Reference)

To,

\_\_\_\_\_,  
[name and address of Authority],

**Sub:** Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for "....." Railway Station on Bhusawal Division of Central Railway under **"AMRIT BHARAT STATION SCHEME"**

**Ref.: Bid / Quotation No.**

Dear Sir,

1. With reference to your Bid / Quotation Document dated \_\_\_\_\_ I/We, having examined all relevant documents and understood their contents, hereby submit our proposal for selection of Technical Consultant for Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for "....." Railway Station on Bhusawal Division of Central Railway under **"AMRIT BHARAT STATION SCHEME"**
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of engagement as the Technical Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid / Quotation without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five years, we/any of the consortium members have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the Bid / Quotation Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.6 of the Bid / Quotation;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

- practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
  9. I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Bidder.
  10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  13. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above mentioned Project.
  14. The Bid Security of Rs. -----/- (Rupees ----- only) has been deposited in accordance with the Bid / Quotation.
  15. I/We agree and understand that the proposal is subject to the provisions of the Bid / Quotation document. In no case, shall I/We have any claim or right to whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
  16. I/We agree to keep this offer valid for [30] days from the tender submission date specified in this document.
  17. In the event of my/our being selected as the Bidder, I/We agree to enter into an Agreement in accordance with the format Schedule of the Bid / Quotation. We agree not to seek any changes in the aforesaid Form and agree to abide by the same.
  18. I/We have studied the Bid / Quotation and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  19. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I/We am/are not from such a country or, if from such a country, has been registered with the competent Authority. I/We hereby certify that I/we fulfills all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).<sup>3</sup>
  20. I/We agree and undertake to abide by all the terms and conditions of the BID / QUOTATION Document. In witness thereof, I/We submit this Proposal under and in the accordance with the terms of the BID / QUOTATION Document.

Yours faithfully,  
(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and seal of the Bidder/Lead Member)

Encl: 1. Bid Security  
2. Other Bid Forms

<sup>3</sup> To be retained as applicable \_\_\_\_\_

## APPENDIX-I

**Bid Form-2****Affidavit****(To be submitted with this bid document)**

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

I ..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the Bidder (including its constituents), M/s. \_\_\_\_\_ (herein after called the Bidder) for the purpose of the Bidding documents for the work of \_\_\_\_\_ as per the BID / QUOTATION No.\_\_\_\_ of (-----

Railway), do hereby solemnly affirm and state on the behalf of the Bidder including its constituents/Associates as under :

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

DEPONENT

SEAL AND SIGNATURE OF THE BIDDER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE CONSULTANT / ARCHITECTURAL FIRM

Place :

Dated

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

## APPENDIX-I

**Bid Form-3****FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE****(To be submitted within 15 days after LOA)**

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son /daughter/ wife of [name], and presently residing at [address], who is presently employed with/retained by us and holding the position of [designation] as our true and lawful attorney (herein after referred to as the “Authorized Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as Technical Consultant/Bidder for the assignment titled Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for “.....” Railway Station on Bhusawal Division of Central Railway Under “**AMRIT BHARAT STATION SCHEME**”, to be assigned by Authority including but not limited to signing and submission of all applications/bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

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

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

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

[Signature]

[Name]

[Designation]

[Address]

Signature of Bidder

Signature of Authority

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder(s) from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostolic certificate.

Signature of Bidder

Signature of Authority

## APPENDIX-I

### Bid Form – 4

(To be submitted within 10 days after LOA)

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

1. Proposed Position:  
*[For each position of key professional separate Bid Form-4 will be prepared]:*
2. Name of Firm:  
*[Insert name of firm proposing the staff]:*
3. Name of Staff:  
*[Insert full name]:*
4. Date of Birth:
5. Nationality:
6. Education:  
*[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:  
*[List countries where staff has worked in the last ten years]:*
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:  
*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From[Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned  
*[List all tasks to be performed under this Assignment/job]*
13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  
*[Among the Eligible Assignment/ jobs in which the staff has been involved, indicate the following information for those Eligible Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]*

Name of Assignment/job or project:

Year (Start / Completion):

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Cost of Project:

14. Certification:

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

Date:

*[Signature of Professional]*

Place:

*[Full name]*

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

## APPENDIX-I

**Bid Form – 5**

(To be submitted within 10 days after LOA)

<b>Sr. No.</b>	<b>Designation</b>	<b>Name of Staff</b>	<b>Position</b>	<b>Educational Qualification</b>	<b>Length of Professional Experience (In years)</b>
	<b>Key Personnel</b>				
1	<b>Lead Member</b>				
2	<b>Architect</b>				
3	<b>Structural Engineer</b>				
	<b>Support Staff</b>				
1					
2					
3					
	<b>Total</b>				

Note: Professional staff should be indicated individually; support staff if any should be indicated as per the category (e.g. draftsman, Assistants etc.)

## Appendix II

### Financial Bid Form-1

#### INDICATIVE FORMAT OF FINANCIAL Bid<sup>5</sup>

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

<b>Assignment</b>	Site survey, Preparation of Concept Plan options, Development of Master Plan with phasing, Technical Feasibility Report, Phase-1: Architectural drawings, Geotechnical investigations, Structural design & drawings, Good for Construction drawings, Detailed estimate/Bill of quantities, Specifications, Special conditions of contract, Construction support etc. for “ <b>Jalgaon</b> ” Railway Station on Bhusawal Division of Central Railway under “ <b>AMRIT BHARAT STATION SCHEME</b> ”
<b>Total Estimated Cost (INR Lakh)</b>	Rs. 13,19,556.00/-(Rs. Thirteen lakh Nineteen thousand five hundred fifty six only)
<b>Rate to be quoted in Percentage</b>	<b>At Par/ Above/ Below with respect to Total Estimated Cost</b>
<b>In Figures</b>	
<b>In words</b>	

**Note:**

- (1) Rates to be quoted in Percentage **At Par/ Above/ Below with respect to Total Estimated Cost**. Rates quoted in any other format will not be entertained
- (2) In case of any discrepancy between words and figures, the former will prevail.
- (3) We understand clearly that Authority is not bound to accept any Bid received by Authority. We also understand that incomplete or conditional offers would be summarily rejected.
- (4) **No any additional conditions should be quoted by the Consultant/Architectural Firm or otherwise the Bid/ Quotation would be summarily rejected.**

Yours faithfully,

**Dated:**

Authorized Signatory

Name  
Seal of the Company

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# GATI SHAKTI UNIT

BHUSAWAL DIVISION

CENTRAL RAILWAY

**Sub:** List of Architectural / Consultancy Firms for providing consultancy services for the development/upgradation of 15 Railway station in Bhusawal Division under "Amrit Bharat Station Scheme"

**Reference:** File No.- BSL/GSU/2023/Consultancy/ Empanelment/01 dated 04/02/2023

Expression of interest were invited through newspaper advertisement on 01.02.2023. Fresh "Expression of Interest" were invited from the experienced Architect Firms / Consultancy Firms with modified eligibility conditions with cancellation of earlier EOI dated 18/01/2023, for their Empanelment as a Consultant for providing consultancy services in connection with preparation of Master Plan, Phase Plan for the Development of 15 Railway Stations of Bhusawal Division of Central Railway.

Shortlisting has been done based on the eligibility criterias & Annexures mentioned in the EOI document.

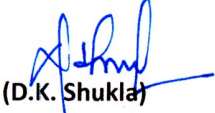
The panel list shall be valid upto 02.08.2025.

Sr. No.	Name of Architect	Address	Contact No.	Email-ID
1	Kwality Architects & Consultancy - Akola	1st Floor Mahanagar-Palika Complex, Holy Cross Convent Road, Ratan Lal Plot, Akola, Maharashtra	8380000024	<a href="mailto:kwalityarchitects@gmail.com">kwalityarchitects@gmail.com</a>
2	Stup Consultants Pvt. Ltd. - Mumbai	Unit No. 2702, 27th Floor, Rupa Renaissance, Plot D-33, D-207, Juinagar, MIDC TTC Industrial Area, Turbhe, Navi Mumbai, Thane – 400 705, India	9717861749/ 022 40868686	<a href="mailto:ajain@assystem.com">ajain@assystem.com</a> / <a href="mailto:delhi@assystem.com">delhi@assystem.com</a>
3	Jayant Kolte	1 Sangeet Park Apartment, Chowk No-4, Govind Nagar, Nashik	9822548988	<a href="mailto:jayantk3570@gmail.com">jayantk3570@gmail.com</a>
4	Arcop Associates Pvt. Ltd	A-15, Pamposh Enclave, Greater Kailash-1, New Delhi - 110048	9891444507 / 9212272245	<a href="mailto:rajeshpandia@arcop.co.in">rajeshpandia@arcop.co.in</a> <a href="mailto:rariq@arcop.co.in">rariq@arcop.co.in</a> <a href="mailto:info@arcop.co.in">info@arcop.co.in</a> <a href="mailto:nitin@arcop.co.in">nitin@arcop.co.in</a>

5	Ar. Chetan V Sonar	"Muktai" Dhule Road, At & Post - Amalner 425401 Dist Jalgaon.	9422278419	vastuchaitanya2363@gmail.com
6	Archinova Design Inc.	1, Ground Floor, New Bhushan Apt., Behind Punjab & Sind Bank, Teen Hath Naka, Thane (W) 400 604.	022 - 5838990 8657899966	archinova6789@gmail.com
7	Homes for India	111/B, Lodha Boulevard mall, Majiwada, Thane, 400601 Shivaji chowk, main road, Chikhli Dist-Buldana	+918551999999 +917420999999	ashok@homes4india.com
8	Dearc Reality Incorporation LLP	R.O.- 91 , Rainbow Apartments , Sector 12 ,Dwarka Delhi 110075 : Pune Office - B6/503 Gangadham Phase 1 Bibwewadi ,Pune 411037	9810072243	business@dearcinc.in
9	Sthapati Planners & Developers Pvt. Ltd.	Central Facility Buiding, Opp. Garware N-7, CIDCO, Aurangabad (M.S)-431001	9422208648	sthapati.arch@yahoo.co.in
10	Nishank Group	3, Shree Sakshi, Garden Colony, Indiranagar, Nashik - 422009	0253-2328182 940370429	nishankgrp@gmail.com
11	Shiva Consultancy Services Pvt. Ltd.	A-87, LGF, Main Shivalik Road, Malviya Nagar, New Delhi - 110017	7290017105 / 7290017102	bde@sisplindia.com bdm@shivagroup.in
12	M/s. Monarch Surveyors and Engineering Consultants Pvt. Ltd.	67, Rujeta, Panmala, Sinhagad Road, Pune-411030	020-24327221 / 9156460062 / 9766509911	bd@monarchpune.in
13	Om Shree Consultants	18A, First Floor, Meghdoot Shopping Center, Shivaji Road, Opposite Old CSB, Nashik-422001	9225116229	omshree_consultants@rediffmail.com
14	M/s. Fortress Infracon Limited	204, 2nd Floor, Lotus Park, Road No. 16, Wagle Estate, Thane (West), 400604, Maharashtra	022 62887900 9764050994	roshan@fortress.co.in fortress@fortress.co.in
15	Koranne Consultants Pvt Ltd	Office No. 307, 3rd Floor, Nitco Biz Park, Plot No. C- 19, Rd. NO. 16- U, Wagle Estate, Thane [W] – 400604	Tel – 022 – 25804208 /9422508544	bd.kcpl@gmail.com, korcon.nagpur@gmail.com
16	M/s. AAKAR ABHINAV Consultants Pvt. Ltd	C/401 to 410, Kukreja Center, Plot No. 13 Sector-11, CBD Belapur, Navi Mumbai – 400614.	022-27580192 9920950157	info@aakarabhinav.com kaustubh@aakarabhinav.com



17	Civilsite India Pvt Ltd.	304, 3rd Floor, Malihuddin Enclave, Opp. Dina Metals, Bander Bagicha, Patna-800001	9205002514	civilsiteindia@gmail.com
18	Earth Associates - Amravati	Shop No. 5, Gulshan Tower, Morshi Road, Amravati - 444601	8275341975	<a href="mailto:earthasso@gmail.com">earthasso@gmail.com</a>
19	K.G. Khadse & Associates	"Aashirwad", Holycross Convent Road, Opp. Maruti Showroom, Akola - 444005	8888899099	<a href="mailto:mail@khadse.in">mail@khadse.in</a> , <a href="mailto:hkhadse@gmail.com">hkhadse@gmail.com</a>
20	ARCHCON VISION	57, Model Town, Garia, Kolkata-700084	9433110818	<a href="mailto:Contact.archconvision@gmail.com">Contact.archconvision@gmail.com</a>
21	M.B. Malewar Designs Pvt. Ltd.	B-WING, LEVEL-5, LOKMAT BHAVAN, NAGPUR 440012	7122421356	<a href="mailto:architectmalewar@gmail.com">architectmalewar@gmail.com</a> <a href="mailto:architects@malewararchitects.com">architects@malewararchitects.com</a>
22	M/s. Inventa Engineering Services	04, Chandrashil Apartment, 1202/15E, Ghole Road, Shivaji Nagar, Pune, 411005.	9321 958 958	<a href="mailto:ar.dineshlohar@gmail.com">ar.dineshlohar@gmail.com</a>
23	DP DESIGN ASSOCIATES	'Manjiri', Opp. Panat Hospital, Shreya Nagar, Aurangabad – 431003 (M.S.)	7588224444	<a href="mailto:info.dpda@gmail.com">info.dpda@gmail.com</a>
24	S. Kumar & Associates	B-33, 2nd Floor, Shivalik, New Delhi - 110017	9810097708	<a href="mailto:satishray60@rediffmail.com">satishray60@rediffmail.com</a>
25	M/s.Ingrain	5th Floor, ITTS House, KalaGhoda, Fort, Mumbai 400001.	8652360114 / 9870943842	<a href="mailto:hr@ingrainarchitects.com">hr@ingrainarchitects.com</a> <a href="mailto:Kiran@ingrainarchitects.com">Kiran@ingrainarchitects.com</a>
26	SQUARE DESIGN	21A, Pocket-A, Sec.105, Noida, U.P.	9654 888 896	<a href="mailto:team.squdesign@gmail.com">team.squdesign@gmail.com</a>
27	Shashi Prabhu And Associates	Wankhede Stadium, Block A2 & B2, North Stand, D Road, Churchgate Mumbai-400020	22066199999	<a href="mailto:spatender@spaaec.com">spatender@spaaec.com</a>
28	D. Vyas & Associates	1c siatbag colony, Indore 452003	9827026726	<a href="mailto:vyasarchitects@gmail.com">vyasarchitects@gmail.com</a>

  
 (D.K. Shukla)  
 Sr.DEN GSU BSL  
 DRM Office, Bhusawal

