

REQUEST FOR PROPOSAL:

Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the State of Haryana

**Haryana Rail Infrastructure Development Corporation Limited
(A JV of Government of Haryana & Ministry of Railways)
(CIN: U45400CH2017SGC041697)**

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No. HRIDC/JHS/2018/2

Dated: 26.03.2018

NOTICE INVITING TENDERS

The bids are invited from eligible bidders through online bids in the website <https://haryanaeprocurement.gov.in> for the work detailed below:

| Sr. No. | Name of work | Approx Cost | Completion Period | EMD | Cost of Tender Document | E-Service Fees |
|---------|--|-------------|-------------------|------------|-------------------------|----------------|
| 1. | Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the state of Haryana. | Rs.25 Lac | 14 weeks | Rs.50000/- | Rs.10000/- | Rs. 1000/- |

Note:

- 1) Date and Time of Bid preparation and hash submission is 28.03.2018 at 5:00 PM to 19.04.2018 up to 02:58 PM
- 2) Cost of Tender Document, EMD and E-Service fees are to be deposited only online.
- 3) For further details and e-tendering schedule visit website [https://haryanaeprocurement.gov.in// www.hridc.co.in](https://haryanaeprocurement.gov.in//www.hridc.co.in)

Director (P&P)
HRIDC

1. DETAIL NOTICE INVITING TENDER

Tender No: HRIDC/JHS/2018/4

Date: March 28, 2018

The Haryana Rail Infrastructure Development Corporation invites on line bids from eligible bidders on the website: <https://haryanaeprocurement.gov.in> for the works as detailed in the table. e-Tender is invited for purchase of below mentioned items in single stage two cover system i.e. for Technical Bid (online Bid under PQQ/ Technical Envelope) and Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

| Sr No | Name of work | Approx Cost | Completion Period | EMD | Cost of Tender Document | E-Service Fees |
|----------|--|----------------|----------------------|------------|-------------------------------|-------------------|
| 1. | Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the state of Haryana. | Rs.25 lacs | 14 Weeks | Rs.50000/- | Rs.10000/- | Rs. 1000/- |

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of (Mention EMD Amount) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.

The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before (Mention Date & Time); and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates schedule.

Key Dates Schedule

| Sr. No. | HRIDC Stage | Contractor Stage | Start date and time | Expiry Date and Time |
|---------|--------------------------|---|--|-------------------------|
| 1. | Release of tender | -- | 28.03.2018 and 5:00 PM | 19.04.2018 upto 2:58 PM |
| 2. | | Tender Document Download and Bid Preparation and submission | 28.03.2018 and 5:00 PM | 19.04.2018 upto 2:58 PM |
| 3 | Technical Opening | -- | 19.04.2018 from 3:00 PM to 5:00 PM | |
| 4 | Technical Evaluation | -- | | |
| 5 | Opening of Financial Bid | -- | Date will be separately intimated to the eligible bidders. | |

Important Notes:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the mandatory documents as per clause 4.25 of this RFP along with Annexures 1 to 4 online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid and also upload Annexures 5 to 7.

In case financial bid is submitted but EMD has not been submitted by any bidder, then bidder would be debarred from further tendering in HRIDC for a period of minimum 3 years.

CONDITONS:-

- 1) DNIT & Prequalification criteria can be seen on website and also on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the Co-Operative department for the issuance of tenders.
- 6) The tender without EMD will not be opened.
- 7) The jurisdiction of court will be at Panchkula/ Chandigarh.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- 9) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of 'submission of online tender / bid. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids would require to be valid for 180 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

**Director (P&P),
HRIDC**

2. DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Director, Haryana Rail Infrastructure Development Corporation Limited (hereinafter referred to as “HRIDC”), (the “Authority”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the HRIDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the HRIDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The HRIDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The HRIDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the HRIDC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for “*Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the state of Haryana*” and the HRIDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

3. INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM

3.1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender's process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in> please visits the website for more details.

3.2. Obtaining a Digital Certificate:

3.2.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

3.2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

3.2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

- 3.2.4. The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 3.2.5. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 3.2.6. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 3.2.7. In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 3.2.8. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3.3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>.. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

3.4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

3.5. Download of Tender Documents:

The tender documents can be downloaded from the e-Procurement portal <https://haryanaeprocurement.gov.in>

3.6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

3.7. Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) Preparation & Submission of online Applications/Bids:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

3.8. Assistance to the Bidders:-

In case of any query regarding process of tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-chandigarh@nextenders.com for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

Schedule for Training:

| | | |
|--|--|---|
| Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses: | | |
| Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no. 8743042801 / 9310335475 | Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact: 9034357793 | Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh -160020 For Support- 1800-180-2097, 0172-2582008-2009 |

For Support Call – 1800-180-2097

Haryana e-Procurement Help Desk Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Debit Card

B. Net Banking

C. RTGS/NEFT

Operative Procedures for Bidder Payments

A. Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.

- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B. Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C. RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer

a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the detail that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

Beneficiary account no: (unique alphanumeric code for e-tendering)

Beneficiary IFSC Code:

Amount:

Beneficiary bank branch:

Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

| Sr no. | Scenario | Do's / Don'ts |
|--------|--|--|
| 1 | In the event of making Payment through NEFT/RTGS | <p>Do's</p> <ul style="list-style-type: none"> It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are: 1) Beneficiary account no: <client code> + <random number> 2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders) 3) Amount: As mentioned on the challan. It is specific for every tender/transaction 4) Beneficiary bank branch: ICICI Bank Ltd, CMS 5) Beneficiary name: As per the challan For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parties are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender Bidder has to make only single payment against a challan as per the amount mentioned on the challan. Bidder must do the payment before tender validity gets expired <p>Don'ts</p> <ul style="list-style-type: none"> Bidder should not enter erroneous details while filling the NEFT / RTGS form at their bank. The following possibilities may arise: 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):- <ol style="list-style-type: none"> In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted. 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account. <p>In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</p> <ul style="list-style-type: none"> Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination. Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder. Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder |

4. INSTRUCTIONS TO BIDDERS

4.1. Introduction

4.1.1.

4.1.2. The HRIDC will select a consulting firm/ consortium/ organization (the “Consultant”), in accordance with the method of selection specified in this RFP. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HRIDC’s decisions are without any right of appeal whatsoever.

4.1.3. The Applicants are invited to submit Technical, and Financial Proposals (collectively called as “the Proposal”), as specified in this RFP, for the services required for the Assignment. The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the services in accordance with the scope of work of this RFP.

4.1.4. The Applicant shall submit his Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the “Contract”).

4.1.5. Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.

4.1.6. The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/information furnished or to be provided later by the Client and/ or any of his consultants.

4.1.7. The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.

4.1.8. It is the Client’s policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a. “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b. “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is

detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.

- ii. Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - iii. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- 4.1.8 All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in “Prohibited Practices”; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the “PDD”), it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- 4.1.9 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Chandigarh and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.
- 4.1.10 Termination of Contract: HRIDC will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client shall reimburse all the expenses incurred by the Consultant (upon submission of proof) applicable till the date of termination. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.
- 4.1.11 Details related to timelines and submission of deliverables at each stage is given in this RFP.

4.1.12 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the PDD.

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

4.1.14 Right to reject any or all Proposals:

- i. Notwithstanding anything contained in this RFP, the Client reserves the right to Accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a. At any time, a material misrepresentation is made or discovered, or
 - b. The Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

4.1.15 Acknowledgement by Applicant

- i. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RFP;
 - b. received all relevant information requested from the Client;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e. acknowledged that it does not have a Conflict of Interest; and
 - f. agreed to be bound by the undertaking provided by it under and in term hereof.

- ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

4.2 Clarification and amendment of RFP documents

At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the PDD.

4.3 Clarification and/ or interpretation of Reports

- 4.3.1 After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client, furnish such clarification to the satisfaction of Client within five (05) working days without any extra charge.

4.4 Ownership of document and copyright

- 4.4.1 All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the RFP. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client. The consultant shall provide the data in the format asked by the client.

4.5 Standard of Services

- 4.5.1 The Bidder shall be responsible for the correctness and technical merit of its design, calculations, drawings and all other documentation prepared by it in carrying out the services.

- 4.5.2 The Bidder shall ensure that qualified and experienced staff is deployed in sufficient number and that accurate, consistent, clear and easily readable drawing and documents are produced in time. The Bidder shall comply with the provisions and procedures covering standards and codes and drawings.

4.6 Standards and Codes

The standards and codes as appropriate shall be used in Bidder's design, and where appropriate, shall be quoted on drawings and other documents by Bidder. Normally, the Bidder shall use Indian Railway Standards in its design requirements in preference to other national standards. Should the Bidder propose to adopt other standards or codes for its design, documentation etc., it shall submit to the Employer copies thereof. The Bidder shall also demonstrate that other standards are equivalent or superior to those they intend to replace.

4.7 Submission of Originals

The submission of originals shall be made to HRIDC on demand. This will consist of all documents prepared by the Bidder.

4.8 Performance

Notwithstanding any review of its organization structure, staff or manning schedules, the Bidder shall remain wholly responsible for providing the services. If, in the opinion of the Employer, the progress or performance of the Bidder's work is seen to be at any time inadequate to meet those requirements, the Bidder shall take the necessary steps to improve them on being so notified. If within a reasonable period the Bidder has not improved its progress or performance HRIDC may by written notice require it to take additional measures, including changes in its organization, at no additional cost to HRIDC. Such notice shall be in no way deemed to constitute a waiver of HRIDC rights to terminate the Agreement by reason of the Bidder's breach of contract. Failure by the HRIDC to issue such a notice shall not relieve the Bidder of its obligation to achieve the required rate of progress and quality of work.

4.9 Extent of Information

- 4.9.1 All designs, drawings and documentation produced by the Bidder shall provide sufficient information and detail for Bidder to determine accurately the extent of the works, submit firm prices and during construction, execute and maintain the works.

4.9.2 All the drawings & design, Specifications and other information produced by the Bidder shall be submitted to HRIDC, in sufficient time for review and finally to be got approved from the HRIDC as required.

4.10 Cost of tender Document

4.10.1 The cost of tender document shall be Rs.10,000/- (Indian Rupees Ten Thousand Only) and should be paid online as mentioned in DNIT. In addition, E-Service Fee of Rs. 1000/- shall also be paid online.

4.11 Earnest Money Deposit (EMD)

4.11.1 A bidder shall be required to make payment of Earnest Money Deposit for Rs.50,000/- (Rupees Fifty Thousand Rs Only) online as mentioned in DNIT.

4.11.2 The Client will not be liable to pay any interest on EMD. EMD of unsuccessful Applicants shall be returned, without any interest, within one month after acceptance of LOA by selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant's EMD shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

4.11.3 The Client will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to the Client in regard to the RFP without prejudice to the Client's any other right or remedy under the following conditions:

- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
- ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- iii. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
- iv. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to the Client.

4.12 Performance Security

4.12.1 Performance Security equivalent to 5 % of the total cost of the Financial Proposal shall be furnished before signing of the contract in form of a Bank Guarantee substantially in the form specified in the RFP/ contract.

4.12.2 For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (one hundred and eighty) days after the completion of the assignment.

- 4.12.3 In the event the Consultant is a joint venture/ consortium, the Performance Security may be provided by lead Member; provided that such Performance Security shall mention the details of this Contract and the other Members.

4.13 Eligibility of Applicants

- 4.13.1 The applicants shall fulfill the following Minimum Eligibility Criteria:

a) **Technical Experience of the consultants related to the Assignment:-**

The Consultant should have completed atleast One Consultancy Contract involving Technical & Financial Feasibility either in the same or different Railway projects in any of the Participative Models authorized by Indian Railways (i.e. Non-Government Railway Model, Joint Venture Model and Build Operate Transfer Model etc.) in the last 5 years i.e. the work(s) should have been completed after 31.03.2013

b) **Financial Criteria:-**

The consultant should have received cumulative payment of atleast Rs. 500.00 Lacs for Consultancy Contracts in progress or completed during the last 3 financial years and Current Financial year.

4.14 Preparation of proposal

4.14.1 General

- 4.14.1.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 4.14.1.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 4.14.1.3 Applicants should note the Proposal Due Date, as specified in key dates schedule, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in key dates schedule. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 4.14.1.4 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, signed by all firms/entities confirming the following therein:
- i. Date and place of signing

- ii. Purpose of JV/Consortium (must include the details of the Services hereunder which the JV/Consortium has been invited to bid)
- iii. A clear and definite description of the proposed administrative arrangements (organization chart) for the management and execution of the assignment
- iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services
- v. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services and

4.14.1.5 Similarly, Power of Attorney for both authorized representative and lead member of the JV/Consortium shall also be furnished.

4.14.1.6 A firm can bid for a project either as a sole consultant or in the form of joint venture with other consultant. Experience of sub-consultant will not be considered while evaluating the bid.

4.14.2 Details of Technical proposal

4.14.2.1 The Technical Proposal should provide the following information using the attached Standard Annexure.

- i. Proposal Submission Letter
- ii. EMD as mentioned in the RFP;
- iii. Documentary Evidence Establishing the Consultants Qualifications to perform the Contract
- iv. Description of Approach, Methodology and Work Plan for Performing the Assignment
- v. Team Composition and Task Assignments
- vi. Mandatory documents mentioned in clause 4.25 of this RFP.
- vii. Any other document required in the BDS.

The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.

4.14.3 Financial proposal:

4.14.3.1 While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document.

The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding Goods & Service Tax (GST), shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only Goods & Service Tax (GST) over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 4.14.3.2 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 4.14.3.3 The financial Proposal shall be divided into professional fee and out of pocket expenses as per forms prescribed in this RFP document. The break-up of remuneration and out-of-pocket expenses should match the total cost of the financial proposal.
- 4.14.3.4 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 4.14.3.5 The Consultants may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 4.14.3.6 The Proposals must remain valid for a period of 180 days. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period.

Consultants, who do not agree, have the right not to extend the validity of their proposals.

4.15 Submission, receipt and opening of proposals

4.15.1 Bidding process

- 4.15.1.1** Bid will be accepted only through <https://haryanaeprocurement.gov.in> website. It is mandatory for all applicants to take necessary action for bidding as mentioned in DNIT and “Instructions regarding Electronic Tendering System” given in Clause 3..

4.15.2 Format and Signing of Bids

- 4.15.2.1** The Bidder shall provide all the information sought under this RFP. The HRIDC will evaluate only those Bids those are received in the required formats and complete in all respects.
- 4.15.2.2** The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

4.15.3 Submission details

4.15.3.1 Table for details

| Sr. | Item | Method of submission |
|------------|--|--|
| 1 | Tender fee, EMD and E- Service fee | To be deposited Online only as mentioned in DNIT |
| 2 | Technical Bid (Annexure 1 to 4, mandatory documents as per clause 4.25 and other supporting documents) | Online under PQQ/ Technical Envelope |
| 3 | Financial bid (Annexure 5 to 7 and quote the prices) | Online under Commercial Envelope |

- 4.15.3.2** The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

4.15.4 Opening of bids

- 4.15.4.1** This will be two stage process. The client will first open the technical bid and thereafter financial bid of only eligible bidders will be opened on the date given in the key dates schedule mentioned in the DNIT in this RFP.

- 4.15.4.2 The Financial Proposals will be opened publicly online in the presence of Applicants' representatives who choose to attend. The name of the Applicants and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 4.15.4.3 Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 4.15.4.4 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.
- 4.15.4.5 The Applicant with the Lowest Financial Proposal (Fm) will be considered to be the Successful Applicant and will be informed through Letter of Award (LoA) or will be invited for contract signing.
- 4.15.4.6 If the Successful Applicant (L1) does not sign the Contract agreement within 30 days of intimation or issue of LoA, the next ranked (L2) shall be invited for Contract.
- 4.15.5 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 4.16 **Proposal evaluation**
- 4.16.1 As part of the evaluation the Technical Proposal submission for Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those

Proposals which are found to be responsive would be further evaluated in details in accordance with the criteria set out in this RFP document.

- 4.16.2 The Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:

i. Technical Proposal

- a. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- b. it is accompanied by the EMD as specified in this RFP
- c. the technical proposal is received in the Annexure – 1 to 4 along with mandatory documents as per clause 4.25 of this RFP
- d. it does not contain any condition or qualification; and
- e. It is not non-responsive in terms hereof.

ii. Financial Proposal:

- a. The Financial Proposal is received in the Annexure- 5 to 7 specified in this RFP.
- b. it is received by the Proposal Due Date including any extension thereof in terms hereof;
- c. it does not contain any condition or qualification;
- d. It is not non-responsive in terms hereof.

- 4.16.3. The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

4.17 Negotiation

- 4.17.1 The selected applicant may, if necessary, be invited for negotiations. Negotiations will be scheduled with the first ranked bidder. Negotiations will commence with a discussion on the proposal, proposed methodology, staffing and any other suggestions on improving the scope of work. Agreement must then be reached on the final scope of work, the staffing, Bar Charts, which will indicate activities, staff, and periods in the field and in the office, staff months, logistics and reporting. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.

- 4.17.2 The Client will examine the CVs of all other key personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

- 4.17.3 Being a short term contract, the Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of key personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the original key personnel.
- 4.17.4 For key personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.
- 4.18 **Award of contract**
- 4.18.1 After selection, a Letter of Award (the “LOA”) will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.
- 4.19 **Execution of contract:**
- 4.19.1 After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement
- 4.20 **Commencement of Assignment:**
- 4.20.1 The Successful Applicant/ Consultant is expected to commence the Assignment on the date of commencement of services as prescribed in the Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the EMD/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.
- 4.21 **Confidentiality**
- 4.21.1 Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.
- 4.22 **Fraud and corrupt practices**

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

- vi. connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence
- vii. the Selection Process; or (ii) having a Conflict of Interest; and
- viii. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.23 Deliverables and Payment Schedule

4.23.1 Payment terms and schedule

| Sr. no | Type | Topic | Milestone | Time duration | Time duration | Payment percentage of the total | |
|--------|----------|---------------------------------------|--|---------------|---------------|---------------------------------|-------|
| 1 | Phase I | Traffic Estimates and Financial study | Inception report for phase I | D+14 week | D + 2 week | 60.0% | 15.0% |
| 2 | | | Draft report (first cut)– Traffic Estimates and Financial study | | D + 6 week | | 25.0% |
| 3 | | | Draft report (Second cut)– Traffic Estimates and Financial study | | D + 9 week | | 20.0% |
| 4 | | | Final report – Traffic Estimates and Financial study | | D + 13 week | | 40.0% |
| 5 | | Cost Estimates | Inception Report | D+14 week | D + 3 week | 20.0% | 15.0% |
| 6 | | | Draft Report | | D + 8 week | | 35.0% |
| 7 | | | Final Report | | D + 12 week | | 50.0% |
| 8 | Phase II | Business plan | Inception Report | D +14 week | D + 5 week | 20.0% | 15.0% |
| 9 | | | Draft Business Plan First Cut | | D + 11 week | | 25.0% |
| 10 | | | Draft Business Plan Second Cut | | D + 12 week | | 20.0% |
| 11 | | | Final Business Plan | | D + 14 week | | 40.0% |
| Total | | | | | | 100.0% | |

D= Contract Agreement Date

4.23.2 Notes

- 4.23.2.1 The liquidated damages may not be enforced if the Consultant applies for extension of time mentioning the reasons for extension. Extension of time in days may be granted by HRIDC provided; Consultant is not at fault for extending the work beyond stipulated date of completion.
- 4.23.2.2 The final reports, drawings and documentation shall be completed within this time schedule.
- 4.23.2.3 HRIDC shall arrange to give approval on all sketches, drawings, reports and recommendations and other matters and proposals submitted for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance of the Consultant's services.

4.24 Miscellaneous

- 4.24.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh/ Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.24.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Applicant in order to receive clarification or further information;
 - iii. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.24.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.24.4 All documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of the Client.
- 4.24.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

4.25 MANDATORY DOCUMENTS TO BE SUBMITTED

- 4.25.1 The following documents are mandatory to be submitted along with technical proposal, failing which the offer may be summarily rejected:
- i) Annexures 1 to 4, duly filled up.
 - ii) Power of Attorney in the name of authorized representative issued by competent authority as per clause 4.15.3.2 of this RFP.
 - iii) In case of JV/ Consortium, the documents mentioned in clause 4.14.1.4 of this RFP.
 - iv) Documentary evidence regarding fulfilling minimum eligibility criteria as per clause 4.13.1 of this RFP.

No additional documents with respect to mandatory documents shall be entertained after opening of the Tender. Only clarifications may be sought by HRIDC with respect to the documents already submitted by the bidder.

5. BACKGROUND

Haryana Rail Infrastructure Development Corporation Ltd. (HRIDC) has been incorporated under the provision of Companies Act on 22.08.2017 with equity contribution of 51% of GOH and 49% of MOR with an objective to develop, finance and implement viable railway projects (by itself or through a subsidiary/ SPV) including projects with viability gap funding.

Jind Hisar new railway line project is one of the identified projects to be undertaken by HRIDC. Jind and Hisar are already linked through Railway Network. However, to provide direct rail link between these two important towns and to connect the identified unserved region like Narnaud of Haryana with the Railway Network, this new line project has been envisaged. A project specific Special Purpose Vehicle shall be formed to implement this project with equity participation from various stake holders.

The appointed consultants shall be required to carry out detailed study comprising updation of cost estimates, traffic projections, detailed revenue model based on estimation of revenue under various participative models (i.e NGR/ JV/ BOT Models), fund requirement, cost of funding etc. as mentioned in this request for proposal (RFP) to demonstrate comprehensive financial viability of the proposed project.

6. SCOPE OF WORK AND METHODOLOGY

6.1. SCOPE OF PHASE I – TRAFFIC ESTIMATES, PRELIMINARY SURVEY AND FINANCIAL STUDY

6.1.1. Traffic Forecast and Estimation of Line Capacity

- 6.1.1.1. The consultant shall forecast traffic, split by modes of transportation and prepare the existing and projected traffic (Container and Passenger both) on the rail network. This may involve identification of potential Industries (by process of EOI or otherwise) in concerned Region which may demand connectivity for logistic and passenger movements.
- 6.1.1.2. Estimate passenger and commodity- wise transport demand for twenty five (25) years estimate from the year of starting of operation on the project line in five years intervals, based on alternative growth scenarios bringing out the OD matrix of freight movement connecting the originating points to consumption or productions units.
- 6.1.1.3. Estimates of traffic for the section including Passenger traffic, freight traffic, bulk and containers separately.

- 6.1.1.4. Study the traffic moving by other modes of transport and likely market share of Railways in this traffic, on account of new policy initiatives taken by Railways to be determines through customer survey.
- 6.1.1.5. Study and analyze the current railborne traffic pattern and volume in both freight and passengers segments of project area.
- 6.1.1.6. Traffic Demand Forecast Analysis shall be done based on different conditions including best case, worst case scenario and realistic approach.

6.1.2. Cost Estimates

- 6.1.2.1. Consultants are required to revalidate and update the capital cost of the project with detailed breakup of it. The cost of providing passengers facilities/amenities related infrastructure needs to be segregated.
- 6.1.2.2. Consultants may also provide O&M cost for the project for a period of 30 years based on prevailing rates of Railways and appropriate escalation factor. Provide a realistic estimate of fixed and variable costs.

6.1.3. Financial and Economic Viability Assessment

- 6.1.3.1. Estimate revenue streams for the project, comprising, besides fare revenue (passenger and freight), other streams such as Advertising rights at Proposed Stations, Rental from Commercial shops etc.
- 6.1.3.2. Prepare detailed Revenue model considering/comparing various participative models in railways authorized by Indian Railways such as Non-Government Railway (NGR) Model, Joint Venture Model, Build Operate Transfer (BOT) Model etc. and work out the most sustainable participative model for this project. The revenue model shall include cost of project, means of finance, profitability, projected balance sheet, cash flow, statement of working capital, Cost of Capital etc.
- 6.1.3.3. Suggest appropriate tariff structure for freight traffic to determine the ability of fare collection to meet O&M costs or debt service requirements based on prudent accounting practices. Comparing to fares of competing modes is necessary.
- 6.1.3.4. Consultants are required to establish the framework for financial evaluation that would be used in the formulating of a long term strategy and a phased investment program. The framework should allow the financial feasibility to be

expressed in terms of expected Net Present Value (NPV), Internal Rate of Return (IRR) and Average Debt Service Coverage Ratio (ADSCR).

6.1.3.5. If at all the said project is financially unviable, determine the amount of viability gap funds that would be required to make the project a viable one. While assessing the project from viability gap, consultant should consider the provisions of viability gap fund scheme of Government of India as well as Haryana State Government Scheme, if any.

6.1.3.6. Consultants are required to identify & factor major items under Economic benefits. EIRR should be calculated taking into consideration the socio-economic benefits to be accrued to the society.

6.1.4 Memorandum of Understanding (MOU) & Share Holder Agreement

6.1.4.1 The Consultant shall prepare draft Memorandum of Understanding (MOU) & Shareholder Agreement to be entered into between stakeholders for setting up proposed SPV.

6.2. SCOPE OF PHASE II – BUSINESS PLAN

6.2.1. Preparing business plan and information memorandum of the project for target investors:

- i. Facilitate HRIDC and other concerned agencies if any in making business plan of the project
- ii. Prepare the fund sheet and identify the need of the funds to be raised from outside investors
- iii. Represent on behalf of the management to outside investors
- iv. All above is to be done basis management representation

6.3. METHODOLOGY OF PHASE-I

6.3.1. Review of Earlier Studies

All the relevant data, maps, documents and reports available with client, other state Government departments will be collected and complied. Available literature on existing traffic and transport systems will also be studied. These would be helpful in comparing the forecast traffic demand for study area conditions by examining the suitability for implementation and operation.

6.3.2. Secondary data Collection

The data to be collected from various secondary sources will include the following:

- Rail Passenger and freight data
- Demographic and Socio-economic characteristics
- Transport network details
- Terminal facilities
- Traffic flow characteristics on various corridors
- Freight movement characteristics
- Inventory of existing public transport system/ services of Rail, Bus and IPT

6.3.3. Primary Traffic Survey

Primary Surveys in project influence area will be undertaken for assessing freight and passenger traffic. The various surveys planned to be carried out are as under:

- a. Classified Traffic Volume Counts and passengers occupancy at identified screen-line locations
- b. Roadside Origin-Destination Survey at identified screen-line locations for both passenger and freight
- c. Passenger Terminal Survey at major bus terminals and railway stations
- d. OD Survey at major bus terminal/ bus stops and railway station
- e. Freight Traffic Volume and O-D cum opinion Surveys at Freight Terminals I the catchment area
- f. Interviews with freight logistics operators and Freight Transport users (Industries, warehouse, etc.) in the catchment area

6.3.4. Traffic Demand Assessment

- Assessment of base years traffic for the year 2017 (by Road & Rail) in terms of passenger and freight traffic
- Potential traffic for the proposed Rail Corridor in 2017
- Potential Divertible Train Traffic onto the Proposed New Line
- The potential share of traffic likely to move on the proposed line over the next 25 years shall be estimated taking into consideration past trends, diversion from other modes, new traffic expected to be generated on account of expansion in production units/ centers and other economic activities embracing mining, agriculture, etc. in the projects influence area. Using appropriate/ varying growth rates, traffic projection will be made for the proposed new line.
- Demand estimation/ projection for next 25 years, in five years' intervals, based on alternate growth scenarios bringing out the OD pattern of both passenger and goods.
- Conversion of projected traffic into no. of passenger carrying trains, no. of rakes (including container rakes).
- Railway facilities required (single or double line – with or without electrification)
- O-Ds for the projected traffic in the corridor.

6.3.5. Cost Estimate

- Before Financial Appraisal, the consultants shall revalidate and update the cost estimate of the project provided by the Client with segregated cost of variable

components with appropriate escalation factor. The cost of passenger amenities related infrastructure to be segregated separately.

- Consultants shall also revalidate the rates and quantity so provided.

6.3.6. Financial Appraisal

Financial Appraisal shall include the following:

- Assessment of Block project costs: fixed and variable cost (Consisting of O&M cost)
- Estimation of expected annual revenues for the project
- Project viability through DCF technique to arrive at FIRR and EIRR
- Sensitivity analysis
- Debt-equity ratio
- Evaluation of the landed cost of the project
- Project financial structuring to assess return on equity

6.4. METHODOLOGY OF PHASE-II

- Prepare Spread Sheets for Business Plans and Assumptions of Projects.
- Prepare Income and Expenditure Account and related financials thereto.
- Summarized Financial with scenario analysis.
- Capex sheet including depreciation thereon.
- Funds Requirement including Capital Structuring

7. ANNEXURES

7.1. Annexure 1: Technical Proposal Submission Form

To

Director (P&P)

Haryana Rail Infrastructure Development Corporation Ltd.

Bay No.13-14, Sector -2, Panchkula India

Phone No:0172-2590099,

E-mail:hridc2017@gmail.com

RFP dated _____ [date] for selection of consultant for _____ [name of assignment]

Dear Sir,

With reference to your RFP Document dated ____ [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as _____ [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV] [with] [insert a list with full name and address of each Joint Venture/ consortium Consultant].

| Name of Consortium Member | Task to be Performed by the member | Total Person-Months allotted to the member |
|---------------------------|------------------------------------|--|
| | | |
| | | |
| | | |

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from technical discussions in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that HRIDC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to HRIDC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

4. We acknowledge the right of HRIDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with HRIDC or any other public sector enterprise or any government, Central or State; and
 - d) 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.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates 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.
10. 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 affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HRIDC in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
14. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by HRIDC or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.
16. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address:

Contact No:

(Name and seal of the Applicant/Member in Charge)

7.2. Annexure-2: Consultant's Information Sheet

| Bidder's Information | |
|--|--|
| Consultant's legal name | |
| Consultant's year of Constitution | |
| Consultant's legal address | |
| Consultant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address) | |

7.3. Annexure- 3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- A. Project Management Approach
- B. Technical Approach and Methodology,
- C. Work Plan, and
- D. Organization and Staffing.

- **Project Management Approach:** In this section the consultant shall explain its overall philosophy with project management, the systems, tools and processes used to manage the cost and schedule. Specifically, the consultant must describe how it will organize and deliver the project management tasks/deliverables required in Terms of Reference. Please limit the discussion to four (04) single sided pages (two double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- **Technical Approach and Methodology:** In this chapter the consultant should explain the understanding of the objectives of the assignment including project appreciation, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages). Discussions greater than this limit shall not be considered for evaluation.
- **Work Plan:** In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the project management and technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Proposal.
- **Organization and Staffing.** In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

7.4. Annexure-4: Team Composition and Task Assignments

| Staff | | | | | | | |
|---------------|--------------|-------------------|-------------------|-------------------------|----------------|---|-----------------------------------|
| Name of staff | Name of Firm | Area of expertise | Position assigned | Education Qualification | Tasks assigned | Employment Status (Regular/Part Time/Other) | Nos. of Years relevant experience |
| | | | | | | | |
| | | | | | | | |

7.5. **Annexure 5: Financial Proposal Submission Form**

[Location]

[Date]

To,

Director (P&P)

Haryana Rail Infrastructure Development Corporation Ltd.

Bay No.13-14, Sector -2, Panchkula India

Phone No:0172-2590099,

E-mail:hridc2017@gmail.com

Subject: Proposal to provide Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the state of Haryana

Dear Sir,

We, the undersigned, hereby offer to provide the consulting services for [name of assignment] in accordance with your Scope of Work dated [date]. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.6. Annexure 6: Financial Bid

| S. No. | Item | Cost (INR) | |
|--------|---|-----------------|-------------------|
| | | Amount in Words | Amount in Figures |
| 1. | Total cost of Remuneration (X) | | |
| 2. | Out of Pocket Expenses - (Y) | | |
| | Total cost of Financial Proposal- (X+Y) | | |

Notes:

- Goods & Service tax would be payable extra at the applicable rates as may be in force from time to time.
- *Total cost of Remuneration should match with the break-up of the Remuneration given as per the Annexure-7.

7.7. Annexure 7: Breakdown of Remuneration of Key Staff and Support Staff

| Name of Staff | Position | Staff month rate | Input (Staff Months) | Amount INR |
|---------------|----------|------------------|----------------------|------------|
| | | | | |
| | | | | |

8. DRAFT CONTRACT

This contract (hereinafter together with the Annexure (1.Terms of Reference, 2.Time Schedule for Professional Personnel, 3.Activity (Work) Schedule) attached hereto called the Contract) is made on the _____ Day of _____ 201 , between (HRIDC), a statutory Board of the Government of Haryana and having its registered office at Nirman Sadan, Plot No. 1, Dakshan Marg, Sector-33 A, Chandigarh – 160034, India, on the one part (hereinafter called the Client, which expression shall unless repugnant to the context, include its successors and assignees) and _____ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

whereas,

(A) the Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for “Consultancy Services for Feasibility Study of Jind-Hisar New Railway Line Project in the state of Haryana”.

(B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this contract. Non therefore the parties hereto hereby agree as follows:

8.1. Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference/ Scope as mentioned in Section-4 of this RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by HRIDC / Steering Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed study. The methodology should be such as prescribed in his Technical bid and as finalized in the Inception Report.

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference-Section-4 of RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

8.1.1. Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the agreement date.

8.1.2. Additional Work

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorization of the Client. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-7. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed.

In case there is any dispute about determining whether any work proposed is within or outside the Scope of work, the decision of client shall be final and binding on the Consultant.

8.1.3. Other Documents

RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, including all Annexure's shall form part of the Contract.

8.2. Personnel

8.2.1. Personnel

- (a) The Services shall be carried out by the personnel specified in Annexure -04 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 4.1.
- (b) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the client. The consultant must take prior approval of client before the replacement takes place.
- (c) If, any time during the study, it is found that the person, as mentioned in Annexure – 04, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the client, in such case the client may accept such a person if such a person is found of equal or more caliber. However, such a replacement would not be binding on the client and the client reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.
- (d) In the event that any person specified in Annexure - 4 is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.

8.2.2. Project Manager

The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field.

8.3. Undertakings of the Consultant

8.3.1. General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the Client.

8.3.2. Information

The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.

8.3.3. Assignments / Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the client to any other persons, firm or Organization. The client may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the client shall be void. The client, may, transfer its rights and obligations to any other person, firm or Organization only with the consent of the consultants.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the client, the client reserves a right to reject any such work carried out. Even if the client accepts any such work, client reserves right to not to pay the amount which can be contributed to the amount of work done. The estimate of such amount can be made from Person-Month rate and Person-Months spend on the work and reasonable estimate of out of pocket expenses. The estimate made by the client in such case shall be final and binding on the Consultant.

In the event that any such independent consultant or sub-contractor is found by the Client to be incompetent in discharging his assigned duties; the Client may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Client or to resume the performance of the Services itself. The decision of the client in this regard shall be final and binding on the consultant.

8.3.4. Confidentiality

- (a) Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.
- (b) Client agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the client, become property of the client and the client is free to use any / all

information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

8.3.5. Prohibition on Conflicting Activities

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

8.3.6. Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Client and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

8.3.7. Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.

The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

8.3.8. Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-5 for the conduct of the Services, the Consultant shall promptly notify in writing the Client of such delay, and may request an appropriate extension of time for completion of the Services. However, the client reserves the right to grant any such extension and the decision of the client in this regard shall be final and binding on the consultant.

8.4. Prices and payment terms

8.4.1. Price Cost of the services payable is set forth in Annexure-6.

8.4.2. The prices quoted are lump sum, firm and inclusive of all taxes and duties for the Scope of Work and Terms of Reference as agreed and mentioned in Section-4 of RFP including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfils the requirement of the scope. No change in the prices will be allowed on any account except for changes in any taxes/duties.

8.4.3. Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of

all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

- 8.4.4.** In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client on request of written consultant may release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.
- 8.4.5.** If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.
- 8.4.6.** The above table does not include the time taken for granting approvals by Government of Haryana (GoH)/(HRIDC) /Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by HRIDC.
- 8.4.7.** The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoH / GoI in connection with the Services and whenever advised by HRIDC in consultation with the Consultant.
- 8.4.8.** The consultant shall submit the final report stage within 3 weeks after receiving changes/ modifications as per HRIDC / Steering Committee/ State Government suggestions.

8.5. Time schedule for submission of reports

The total time frame for carrying out the assignment would be (14) weeks from Contract agreement date. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of study is put up as per clause 4.23 of RFP document. Time taken by Client in order to provide feedback/ comments will not be considered as delay while calculating the time taken by consultants.

8.6. Report

All reports and recommendations and general correspondence from the Consultant to the Client prepared by the Consultant under this Contract shall be in the English language.

The consultant shall submit phase wise reports as per Section-4 of RFP.

8.7. Liquidated Damages for late submission

- 8.7.1.** In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the applicable report value subject to maximum of 10% reckoned on the contract value. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

- 8.7.2. In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 9.1.

8.8. Notice of Delay

In the event that the Consultant encounters delay in providing the requires services or facilities set forth in Terms of Reference for the conduct of the Services, the Consultant shall promptly notify in writing the Client of such delay, and may request an appropriate

8.9. Termination of the Contract

- 8.9.1. The Client reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Client. Client reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the client may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date or the performance security shall be forfeited, as the case may be.
- 8.9.2. The Client reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 9.5.
- 8.9.3. The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Client. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Client shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 9.5.
- 8.9.4. The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statue or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.
- 8.9.5. The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Annexure 13 and reasonable amount of out of pocket expenses. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation.

8.10. Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re-do/remedy without any additional cost to the Client and to carry out such modifications and /or rectification as may be required.

8.10.1. Performance Security

- (i) The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment.
- (ii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.
- (iv) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
 - a) the Consultant becomes liable to pay liquidated damages;
 - b) occurrence of any of the events listed in Clause 8;
 - c) any material breach of the terms hereof; and/or
 - d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

8.11. Compliance with laws, statutes, rules and regulations of Government / local authority

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the client indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders/ regulations / statutory obligations, whatsoever of the Government of India / State Government, Local Self Government or any Statutory Authority.

8.12. Period of Agreement

This agreement between the client and the consultant shall be valid from the date of signing the contract till final approval of Managing Director; Haryana Rail Infrastructure Development Corporation Ltd. is received.

8.13. Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Client. However this clause will not prevent the client from levying the liquidated damages as per Clause 7 and 9.1.

8.14. Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Correspondence Address.

8.15. Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Chandigarh/ Panchkula only, subject to the above, the Civil Courts in Chandigarh/ Panchkula only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

8.16. Force Majeure.

8.16.1. Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, , quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

8.16.2. The Consultants or the client shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

8.16.3. However if such an event lasts for a period of 90 days or more then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 9.5.

8.17. Custody of reports/data etc

All documents received from the client, shall remain in the custody of the consultant during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

8.18. Copyright

Client shall indemnify the client and every members, officers and employees of the client, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, , claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

8.19. Indemnity

Consultant shall indemnify the client and every members, officers and employees of the client, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

8.20. General clauses

8.20.1. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorised representatives of the parties in writing executed on behalf of both parties hereto.

8.20.2. Non Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7.

8.20.3. Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

8.20.4. Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Authorised Signatory

Authorised Signatory

On behalf of the Client

On behalf of the Consultant

In witness of

In witness of

8.21. Annexure-A : Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:
Bank Guarantee:

Date:

Dear Sir,

In consideration of Haryana Rail Infrastructure Development Corporation Ltd. (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the 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 until the Client discharges this guarantee.

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 the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. 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 Client 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 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 aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.