REQUEST FOR PROPOSAL

FOR

APPOINTMENT OF TECHNICAL CONSULTANT
FOR PROVIDING ARCHITECTURAL PLANNING & ENGINEERING SERVICES
FOR PREPARATION OF STATION DEVELOPMENT PLAN FOR
REDEVELOPMENT OF RAILWAY STATIONS ALONG WITH THE
COMMERCIAL DEVELOPMENT OF LAND PARCELS ADJOINING THE
RAILWAY STATIONS

January, 2019

Engineering Projects (India) Limited,
Northern Regional Office, 5th Floor, Core 3,
Scope Complex, Lodhi Road, New Delhi 110003,
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Website: www.epi.gov.in
INSTRUCTION TO BIDDERS

1. INTRODUCTION

1.1 Background
Ministry of Railways (MOR) as part of its policy of redevelopment of railway stations across the country has entrusted Indian Railway Station Development Corporation (IRSDC) as the nodal agency for the work of redevelopment of the railway stations with modern passenger amenities along with exploitation of commercial development on leasehold rights on the vacant railway land and air space at the railway stations. IRSDC has appointed EPI for the work of Project Management Consultancy (PMC) for Redevelopment of Railway Stations. References to Authority in this RFP and the Bidding Documents shall be construed as references to EPI / IRSDC.

1.2 Request for Proposal
This ‘Request for Proposal (the RFP)’ is for selection and appointment of a Technical consultant (the “Consultant”) for providing consultancy services for ‘Preparation of station Development Plan for redevelopment of nine (9) stations i.e. Adarsh Nagar Delhi, Ludhiana, Jallandhar Cantt., Udaipur City, Hyderabad, Warda, Coimbatore Jn, Tiruvananthapuram Central and Secunderabad (the “Project”) along with the commercial development of land parcels adjoining the railway stations’ (the “Project”). The EPI / IRSDC invites Bids (the “Bids”) comprising of Technical Bid & Financial Bid along with forms as enclosed in Appendix I & II from firms empanelled under Category A and Category B by IRSDC for the above work.

1.3 Scope of work

1.3.1 The detailed scope of work has been provided in the Schedule – 1 as stated in Terms of Reference.

1.3.2 SCOPE OF WORK OF FINANCIAL ADVISOR / REAL ESTATE TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY FOR FINANCIAL FEASIBILITY AND FINANCIAL MODELING FOR DEVELOPMENT/REDEVELOPMENT OF RAILWAY STATIONS.

1.4 Brief description of the Selection Process
EPI will call RFP from the empanelled consultant with IRSDC. The evaluation of the financial offers will be carried out as specified in Clause 3. EPI/IRSDC decisions shall remain final for all purposes and references.

1.5 Accessing/ Cost of RFP Document
The complete RFP Document can be viewed / downloaded free of cost from the e- Procurement portal i.e. TCIL Portal, CPPP, www.epi.gov.in or link on Tender section of Authority website i.e. www.epi.gov.in.
Non refundable Tender fee in the form of DD for Rs. 40,000/- + 7200/- GST = 47,200/- (Rupees Forty Seven Thousand Two Hundred only) towards the cost of one set of RFP document.

1.6 Amount of Bid Security (EMD)
The Bid Security for this RFP is Rs 5, 00,000/- (Rupees five Lakh) only in the form of DD.
1.7 **Schedule of Events for this RFP**

The Authority would endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>SN</th>
<th>Event Description</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue of RFP Documents</td>
<td>28.01.2019</td>
</tr>
<tr>
<td>2</td>
<td>Last date for receiving Queries / clarifications</td>
<td>03.02.2019</td>
</tr>
<tr>
<td>3</td>
<td>Authority response to queries</td>
<td>Mr. S C Saxena, DGM (M) 9425296137</td>
</tr>
<tr>
<td>4</td>
<td>Bid Due Date or BDD</td>
<td>04.02.2019, 14:00Hrs</td>
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<tr>
<td>5</td>
<td>Opening of Bid</td>
<td>04.02.2019, 15:00Hrs</td>
</tr>
<tr>
<td>6</td>
<td>Presentation on Technical Bid</td>
<td>Shall be intimated accordingly</td>
</tr>
</tbody>
</table>

1.8 **General Condition of Contracts**

All the conditions of this RFP shall be read in conjugation with EPI General Conditions of Contact.

1.9 **Validity of the Bid**

The Bid shall be valid for a period of not less than 120 days from the Bid Due Date (the “BDD”).

1.10 **Contents of the RFP**

This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with this RFP:

Instructions to Bidders
- Introduction
- General Instructions to Bidders
- Evaluation and Selection of Bidder
- Fraud and corrupt practices
- Miscellaneous

Schedules
- Terms of Reference
- Form of Agreement
  - Annex-1: Terms of Reference
  - Annex-2: Deployment of Personnel
  - Annex-3: Estimate of Personnel Costs
  - Annex-4: Bank Guarantee for Performance Security as per EPI GCC
  - Annex-5: Cost of Services
  - Annex-6: Payment Schedule
  - Annex-7: EPI General conditions of Contact

Appendices
- Appendix-I: Technical Bid
  - Form 1: Letter of Bid
  - Form 2: Power of Attorney
  - Form 3: Details of Bid Security
  - Form 4: Particulars of Professional Personnel
Communications
All communications including the queries and submission of Bid should be addressed to:

General Manager (MMD- contracts)
Engineering Projects (India) Limited,
Northern Regional Office,
5thFloor, Core 3,
Scope Complex, Lodhi Road, New Delhi 110003,
Tel: +91-11-24361666, Fax: +91-11-24368293
(M) +91 981857715
Website: www.epi.gov.in
Email: nrommd@engineeringprojects.com
2. GENERAL INSTRUCTIONS TO BIDDERS

2.1 Scope of Bid

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The term Bidder (the “Bidder”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP. Selected Bidder shall establish an office in India for this work and this Indian office address shall be treated as address for all official communications.

2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by Authority through the Selection Process specified in this RFP. Bidders 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 Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Bid in the form and manner specified in the RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with Authority in the form specified at Schedule-2.

2.1.4 The Consultancy Team shall consist of the Key personnel (the “Key Personnel”) who shall discharge their respective responsibilities. The Key Personnel have been identified as submitted by the Bidders and evaluated by Authority in the RFE stage. The conditions related to availability / deployment of the Key Personnel and Professional Personnel shall apply as defined in RFE and RFP:

2.2 Conditions of Eligibility of Bidders

2.2.1 Attention of Bidders is drawn to the Architects Act 1972 (The Act). The Bidder on selection must comply with the Provisions of The Act for the purpose of the assignment.

2.2.2 If there is a change in Authorised Signatory with respect to Application submitted during RFE Empanelment stage, the Bidder should submit a Power of Attorney as per the format at Form-2 of Appendix-I. In case the Bidder is a partnership firm or limited liability partnership, a copy of company / board resolution giving signing authority to the Authorised Signatory should be submitted in such case.

2.2.3 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the due date of Bid, would not be eligible to submit a Bid either by itself or through its Associate(s).

2.2.4 The Bidder or its Associate(s) should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
2.2.5 In case of a Consortium of firms being empaneled under the RFE stage and who submit their Bid, all the members of the Consortium shall be jointly and severally liable to the Authority for the performance of the services.

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

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

2.3.3 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) The Bidder or Associate (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 25% (Twenty five per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder, its Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3 (a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(b) A constituent of such Bidder is also a constituent of another Bidder; or

(c) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or

(f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or
having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(g) a firm which has been engaged by Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

(h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 25% (twenty five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

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

2.3.4 A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for Authority in accordance with the rules of Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 25% (twenty five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Bids
No Bidder or its Associate shall submit more than one Bid for this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid.

2.5 Cost of Bid
The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process including subsequent negotiation, visits to Authority, Project Site etc. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
2.6 Site visit and verification of information
Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, real estate potential, local bye laws, FSI etc., Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder
2.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
(a) made a complete and careful examination of the RFP;
(b) received all relevant information requested from Authority;
(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Authority or relating to any of the matters referred to in Clause 2.6 above;
(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
(e) acknowledged that it does not have a Conflict of Interest; and
(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, Authority reserves the right to reject any Bid if:
(a) at any time, a material misrepresentation is made or discovered, or
(b) the Bidder does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Bid.

2.8.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest-ranking Bidder gets disqualified / rejected, then Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Authority, including annulment of the Selection Process.

2.9 Payments
All payments to & by the Consultant shall be made in INR in India in accordance with the provisions of this RFP.

2.10 Clarifications / Queries By Bidders
2.10.1 Bidders seeking any clarification on the RFP may send their queries to Authority in writing or through email on nrommd@engineeringprojects.com before the date mentioned in the Schedule of Selection Process at Clause 1.7.
2.10.2 Authority shall endeavor to respond to the queries within the period specified therein but not later than 03.02.2019. The Authority will post the reply to all such queries on TCIL Portal, CPPP & www.epi.gov.in

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

2.11 Amendment of RFP
2.11.1 At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda.
2.11.2 Any Addendum issued hereunder will only be uploaded on the designated tender uploading website.
2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.
2.11.4 If any bidder has already submitted his bid and a corrigendum is issued subsequently, corrigendum may be signed by Authorized Signatory, Bidder /Consultant and a scanned copy sent to nrommd@engineeringprojects.com. before the Bid Due Date.
2.11.5 Any corrigendum/ addendum/ clarifications/ reply to queries issued by Authority for the RFP shall be published only on the designated website of Authority and no separate information shall be communicated to individual Bidders.

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

2.13 Format and signing of Bid
2.13.1 The Bidder shall provide all the information sought under this RFP. Authority would evaluate only those Bids that are received in the specified forms and complete in all respects.

2.13.2 The Bid must be properly digitally signed by the authorised representative (the “Authorised Representative”) as detailed below:
(a) by the proprietor, in case of a proprietary firm; or
(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
(c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.13.3 A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-2) shall accompany the Bid. POA in this regard shall be signed by legally authorized signatories of all the Firms/Members.
2.13.4 Bidders should note the Bid Due Date, as specified in Clause 1.7, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in Clause 1.7. Bidders 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, Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.18.

2.14 Technical Bid

2.14.1 Bidders shall submit the technical Bid in the formats at Appendix- I (the “Technical Bid”).

2.14.2 While submitting the Technical Bid, the Bidder shall, in particular, ensure that:

(i) The Bid Security is provided;

(ii) All forms are submitted in the prescribed formats.

(iii) Power of Attorney, if applicable, is executed as per Applicable Laws;

(iv) The hard copies of the documents as per (Annexure 1 to Form 1 of APPENDIX-I)of the RFP shall be submitted in the designated Tender Box at Authority office in original within 72 hours from Bid Due Date as specified in Clause 1.7.;

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Bid liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of Authority for a period of 5 (five) years. The award of this assignment to the Bidder may also be liable to cancellation in such an event.

2.14.5 The Technical Bid shall not include any financial information relating to the Financial Bid.

2.14.6 The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-5 of Appendix-I.

2.14.7 A Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-9 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
2.14.8 Authority reserves the right to verify all statements, information and documents, submitted by
the Bidder in response to the RFP. Any such verification or the lack of such verification by
Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities
hereunder nor will it affect any rights of Authority thereunder.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after
its execution and during the period of subsistence thereof, that one or more of the eligibility
conditions have not been met by the Bidder or the Bidder has made material misrepresentation
or has given any materially incorrect or false information, the Bidder shall be disqualified
forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of
the Agreement, and if the Selected Bidder has already been issued the LOA or has entered
into the Agreement, as the case may be, the same shall, notwithstanding anything to the
contrary contained therein or in this RFP, be liable to be terminated, by a communication in
writing by Authority without Authority being liable in any manner whatsoever to the Bidder or
Consultant, as the case may be.

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

2.15 Financial Bid

2.15.1 Bidders shall submit the financial Bid in the formats at Appendix-II (the “Financial Bid”) clearly
indicating the estimated total cost of the Consultancy (Item [G] of Form-1 of Appendix-II) in
both figures and words, in Indian Rupees, and signed by the Bidder’s Authorised
Representative. In the event of any difference between figures and words, the amount
indicated in words shall prevail. In the event of a difference between the arithmetic total and
the total shown in the Financial Bid, the lower of the two shall prevail.

2.15.2 However, bidder to submit the breakup of fee for their financial & technical part of consultancy
work separately supported by the billing schedule for EPI approval.

2.15.3 While submitting the Financial Bid, the Bidder shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Bid. These
shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the
field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total
amount indicated in the Financial Bid shall be without any condition attached or subject to
any assumption, and shall be final and binding. In case any assumption or condition is
indicated in the Financial Bid, it shall be considered non-responsive and liable to be
rejected.

(ii) The Financial Bid shall take into account all expenses and tax liabilities including any
statutory fees / charges. Further, all payments shall be subject to deduction of taxes at
source as per Applicable Laws.

(iii) Payment shall be made in INR in India only.

(iv) There is no provision of Mobilization advance in this contract.
2.15.4 Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. For financial evaluation the total cost indicated in the Financial Bid will be considered.

2.16 Submission of Bid

2.16.1 Tender documents comprising of the following are available for download/Procure and submit only on TCIL portal http://www.tcihindia-electronic tenders.com and available for reference on the websites of EPI: www.engineeringprojects.com & CPP Portal: www.eprocure.gov.in

2.16.2 Notice Inviting Tender, Addendum to Instructions to Tenderers, Special instructions to Bidders for e-Tendering, Letter of Undertaking, Form of tender, Memorandum, Instructions to Tenderers & General Conditions of Contract, Technical Specifications and Drawings, Price Bid.

2.16.3 In order to participate, the bidder should have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

2.16.4 Interested bidders have to necessarily register themselves on the portal https://www.tcihindia-electronic tenders.com through M/s Telecommunications Consultants India Limited, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Telecommunications Consultants India Limited, New Delhi at following address to complete the registration formalities:

M/s Telecommunications Consultants India Limited, 
6th Floor, TCIL Bhawan, Greater Kailash – 1, 
New Delhi – 110 048
Contact No. : 011-26241790, 98683 93717/75/92, 
Email-ID: ets_support@tcil-india.com

2.16.5 They may obtain further information regarding this tender from General Manager (MMD-contracts) at the address given at Clause No.16.0 below from 10:00 hours to 17:00 hours on all working days till the last date of online submission of Bidding Documents.

2.16.6 For proper uploading of the bids on the portal namely https://www.tcihindia-electronic tenders.com (hereinafter referred to as the ‘portal’), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The EPI in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section Instruction to Bidders of the Bidding Documents.
2.16.7 Bidders can download the bid document from the portal without registering or paying document fees in advance, any time from 28.01.2019 Hrs on 17:00Hrs; however interested bidders have to pay tender fees for participating in the tendering and submitting the bid. For this purpose the interested bidders shall be required to pay Rs.47,200/- (Rupees Forty Seven Thousand Two Hundred only) (including GST @ 18%) as non-refundable document fees in the form of demand draft in favour of “Engineering Projects (India) Ltd.” payable at New Delhi. Tenders submitted without Tender fees or inadequate amount of tender fees shall be rejected.

2.16.8 E-Bids must be submitted/uploaded along with scanned copies of relevant documents pertaining to Clause no. 2.16.17 (a) to (j) under Single Stage Two Envelope Bidding Procedure on the TCIL portal on or before last date and time of online bid submission. Late bids will not be accepted. Under the above procedure, only the first envelope (Technical Part) shall be opened in the presence of the bidders’ representatives who choose to attend in person at the address given below on schedule date and time of bid opening or may be viewed by the bidders by logging in to the portal as per features available to them. Second envelope i.e. Price part shall be opened of technically qualified bidders.

2.16.9 The bid must be accompanied by an Earnest Money Deposit (EMD) of Rs. 5.0lakhs (Rupees Five Lakh Only) This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank/Scheduled Bank for the full amount of EMD payable favouring “Engineering Projects (India) Ltd.”, payable at New Delhi or in the form of Bank guarantee of any Nationalized Bank/Scheduled Banks, in accordance with the prescribed Performa, favouring “Engineering Projects (India) Ltd.”. The EMD shall be valid for minimum period of 150 days (one hundred fifty) from the last day of submission of tender. Tenders submitted without EMD or inadequate amount of EMD shall be rejected. The bid shall be valid for 90 days from date of opening of Price Bid.

2.16.10 Tender fee, EMD (In original) and Power of Attorney, Annexure-A, Annexure-B affidavits of NIT, NSIC certificate as per Clause No. 2 (h) if bidder is claiming EMD/Tender fee exemption and Pass Phrase (Both for technical and financial bid in separate envelope) to decrypt the bid must be submitted in physical form at the address given at Clause No. 16.0 below on or before last date and time of online bid submission. If the above documents are not received in time then there offer shall not be considered and EPI shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

2.16.11 The Terms & Conditions contained in this NIT and tender documents shall be applicable. In case of any unscheduled holiday taken place on the last day of submission of tender, the next working day will be treated as scheduled day and time for submission of Tender.

2.16.12 The rates quoted by the bidder shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc during the entire contract period or extended contract period.
2.16.13 The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the EPI's website/CPP portal as well as on TCIL portal http://www.tcil-india-electronictender.com the bidders are required to check these websites regularly for this purpose, to take into account before uploading/submission of tender. All Corrigendum and addendum are to be uploaded duly signed & stamped with tender documents as bid Annexure.

2.16.14 EPI reserves the right to extend the date of submission of the tender or cancel the tender or accept any tender or reject any or all tenders or split the work of tender or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion.

2.16.15 In case of tie-tender, where two firms are bidding lowest, EPI reserves the right to split the work among these bidders and / or EPI will reserve the right to award the tender to any one of such bidder.

2.16.16 Disqualification

The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the nonperformance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their ongoing / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the committee. EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

e) If any credentials are found to be fraudulent / fabricated then not only tender will be rejected but also EMD shall be forfeited and action will be taken to debar the fraudulent bidder for future EPIL tenders.

2.16.17 Tenderer shall submit duly stamped & signed scan copy of following documents online.

a) List of works executed during the last 5 years indicating name of the Client, value, date of start and completion along with completion certificate.

b) List of works under execution indicating name of the Client, Total Contract Value, and Value of balance work in hand, date of start and completion.

c) CA certified audited balance sheets and profit and loss accounts along with schedules for the last 5 years.
d) Copy of PAN Card Certificate
e) Copy of GST Registration certificate
f) List of Plant & Equipment’s available with bidder
g) Details of manpower available with Bidder.
h) Registration Certificate/Memorandum and Articles of Association/ Partnership Deed /Affidavit.
i) Letter Comprising the Bid
j) A notarized self-certification by bidder that “He has not been reprimanded in past 10 years for poor performance and also he has not been debarred by any of his client for unprofessional/ slow work leading to cancellation of his ongoing assignment”.

2.16.18 All correspondence with regard to the above shall be to the following address (By Post/In Person)

General Manager (MMD- contracts)
Engineering Projects (India) Limited,
Northern Regional Office,
5thFloor, Core 3,
Scope Complex, Lodhi Road, New Delhi 110003,
Tel: +91-11-24361666, Fax: +91-11-24368293
(M) +91 9818577158

Website:www.epi.gov.in
Email: nrommd@engineeringprojects.com
General Manager (MMD- contracts)
Date: 28.01.2019

2.17 Confidentiality

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

2.18 Clarifications on Bids

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

2.18.2 If a Bidder does not provide clarifications sought under Clause 2.17.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

A. APPOINTMENT OF CONSULTANT
2.19 **Negotiations**

2.19.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

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

2.19.3 Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of Authority.

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

2.20 **Substitution of Key Personnel**

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

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

2.20.3 Substitution of the Team Leader not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

2.21 **Indemnity**

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

2.22 **Award of Consultancy Assignment**

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

2.23.1 The successful Consultant shall submit a Performance Security to Authority for a sum equivalent to 5% of the Cost of the Consultancy (as considered for the purpose of evaluation”). The Performance Security shall be submitted within 15 days of issue of Letter of Award as per EPI GCC.

2.23.2 The Performance security shall be in the form of an irrevocable Bank Guarantee (as per Annexure-4) / Demand Draft / Bankers’ Cheque or Pay Order in favour of “Engineering Projects (India) Limited”, drawn on any nationalized or scheduled commercial bank and payable at New Delhi. The said Performance Security will be kept valid for three months over and above the Scheduled period of completion of work.

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

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

2.24 **Professional liability insurance (PLI)**

Professional liability insurance (PLI) of the project is in the scope of consultant and charges of the same shall be included in the fee quoted by the consultant.

2.25 **Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within one month of date of issue of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.26 **Consultant’s Office**

Consultant shall establish an office in India (“The Project Office”), preferably in New Delhi for close co-ordination.

2.27 **Commencement of assignment**

The Consultant shall commence the Services at the Project Site within 15 (fifteen) days of the issue of LOA or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of GCC.

2.28 **Proprietary data**

Subject to the provisions of Clause 2.17, all documents and other information provided by Authority or submitted by a Bidder to Authority shall remain or become the property of Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. Authority will not return any Bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Authority in relation to the Consultancy shall be the property of Authority.
3. CRITERIA FOR EVALUATION

1. EPI invites RFP for appointment of technical consultant for Preparation of stations development plan from the empanelment consultants of IRSDC for making panel of consultant with EPI for executing the works.

2. EPI will short list the consultants who have submitted the offer.

3. EPI may call short listed consultants for presentation and may select the consultant based on the performance and evaluation of the presentation.

4. EPI will make panel of consultants based on serial no.3 above.

5. The first consultant would be selected for the assignment then second thereafter third and so on. The next consultants shall be kept in reserve and may be invited for work in case new assignment is given to EPI or the previous selected consultants withdraw or fails to comply with the requirements.

6. EPI may give none / one / more station work to any consultant. The work distribution is solely at the discretion of EPI.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders 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, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

4.2 Without prejudice to the rights of Authority under Clause4.1hereinabove and the rights and remedies which Authority may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by Authority 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 Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by Authority 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.

4.2 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority 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 therefrom, 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 Authority, shall be deemed to constitute influencing the actions of person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to Authority by, on behalf of and/or in relation to any Bidder; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 All documents and other information supplied by Authority or submitted by a Bidder shall remain or become, as the case may be, the property of Authority. Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

5.5 Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
SCHEDULES
1. General

1.1 The Authority seeks the services of Technical Consultants for preparing Technical Feasibility Report, Concept Plans and Master Plan for the development/redevelopment of Project including its surroundings on the entire Project Railway Station land which includes preparation of station development plan along with plan for commercial development of land plots and providing Architectural and Technical Services for implementation of Mandatory Works as per detailed scope of services enclosed.

1.2 Mandatory Works shall include all works towards construction of Project Railway Station, allied facilities, various elements of infrastructure necessary for the Station and only trunk infrastructure for Commercial Development proposed within the Master Plan for the Project. The Trunk infrastructure for Commercial Development shall include main facilities for roads, Water supply, sewerage, Electricity supply, telecommunication, Cooking Gas, Solid Waste management, Storm water management, rain water harvesting, Boundary walls, Common parking lots, Parks and other similar facilities required to be constructed to enable commercial exploitation of individual parcels of land. The redevelopment or relocation of existing facilities required as per approved master plan shall also be part of Mandatory Works.

1.3 Commercial Development shall include all Real Estate asset classes planned on the railway land and above Project Railway Station, which is not part of the railway station facilities. It shall include all land use categories (like residential, commercial, institutional, warehousing, hotel, hospital etc.) envisioned for commercialization and generation of revenues.

1.4 Good For Construction Drawings or GFCs shall refer to set of drawings required for construction on site and shall be developed on the basis of approved Master Plan / GAD's. GFC’s shall contain all details, notes, dimensions etc. required at site to construct the project in the manner designed by the Consultant and approved by Authority. GFC’s shall include Architectural, Structural, Plumbing, Electrical, Water Supply, Sewage, Sanitation, Fire Fighting, Landscape, interior etc. drawing sets including all necessary dimensioned floor plans, elevations, Sections, door/window schedules, details of circulation cores, toilet details, service layouts, coordinated service layouts, Reflected Ceiling plans, drawings for STPs, ETPs, Pump Rooms, Generators, Roads, Guard Rooms, Boundary Walls, OWT, UWT etc. complete required for construction at site.

2. Objective

The prime objective of this assignment (the “Objective”) is to undertake Technical Feasibility Study and Prepare a Master & Concept Plan of the Project Railway Station for the purpose of firming up Authority’s requirements in respect of development and construction of the Project Railway Station and project facilities and to enable Authority to function as a master developer wherein it delivers the Mandatory Works and can provide prospective contractors/developers clarity on the development potential and character of individual developable land parcels identified in the Master plan for phased Commercial Development as well as to ensure that a properly designed station along with associated infrastructure is developed with the following features:

(a) Segregation of arrival/departure passenger movements to the extent possible and circulation at the Project Railway Station including both sides;

(b) Safe and comfortable world class passenger amenities/services with maximum possible modern amenities in a clean and pleasing ambience;

(c) Superior road connectivity with the city for quick and easy access to the Project Railway Station and adequate parking within the station premises, efficient multi-modal interface, provide flexibility for integration facilities with future transport infrastructure;
Superior train operation (including allied services e.g. parcel, posts etc.) and maintenance facilities affording greater flexibility and enhanced operational efficiency for Indian Railways (The train operations are not to be planned ab initio or from yard layout perspective, but the planning shall take into account the planning already done by railways and shall provide efficient solutions for carrying out the tasks related to train operations where these are interfacing with the station facilities);

Smooth arrival/departure and movement of pedestrians, passenger vehicles, parcel, luggage, linen & catering material etc. within and around station premises, state of the art passenger information and display systems, security systems and fire safety systems etc.

Providing user-friendly facilities and passenger services for the convenience of unfamiliar passengers;

Special amenities and services for the old, infirm and physically challenged passengers;

Employing leading edge technologies and design innovative services and solutions;

Integrated development with the surrounding city and creation of an iconic urban infrastructure and architecturally distinctive gateway to the city;

Least possible inconvenience to train operations, passengers, other users and residents during construction; and

Adequate and coherent commercial development at and around the station for an optimal financing model and attainment of the above public policy goals based on life-cycle cost minimization approach.

Harmonious and complementary co-existence of the railway station and the real estate proposed to be developed.

Constructing Green Building Project with environment factors being given very high priority,


Maximum leveraging of the revenue potential, other than train operation, from the railway station and adjoining/other land parcels.

Management, planning (including design and drawings), administration, coordination and implementation of project components to manage the construction of project components so as to ensure completion of the project components within budget, on time, and consistent with quality expectations set out by IRSDC.

3. Scope of Services:

Overview

EPI has been entrusted by IRSDC for the work of Project Management Consultancy (PMC) to Indian Railway Stations Development Corporation Ltd. (IRSDC) for Redevelopment of following Railway Stations. EPI will act as executing agency for IRSDC for the above work.

1. Adarshnagar, Delhi
2. Secundrabad
3. Udaipur City
4. Hyderabad
5. Wardha
7. JallandharCantt.
8. Tiruvananthapuram Central
9. Ludhiana

EPI invites offer for the above works from empanelment consultants of IRSDC for making panel of consultant with EPI for executing the works.
The scope of services is divided into two parts. The first part of Scope of Services pertains to preparing Technical Feasibility Report, Concept Plans and Master Plan for the development/redevelopment of Project Railway Station including its surroundings on the entire Railway land for preparation of station development plan along with plan for commercial development of land parcels and bid management. The scope for this part shall be as follows:

3.1 The Consultant shall undertake this consultancy in order to achieve the objective specified in Clause 2 above. The detailed scope of services specified below is based on Authority’s understanding of the scope of service. However, it should be noted that the scope of work specified below is not exhaustive. The Consultant shall be required to carry out additional works, if any, to meet the objectives stated above without any extra cost.

3.2 While preparing the Technical Feasibility Report and Master Plan of the Project, the Consultant shall follow the standards and specifications laid down in the Manual. The basic objective underlying the Master Plan is to develop a schematic plan for efficient handling of train and passenger operations besides providing facilities for maintenance and operations. It shall also include optimal plans for real estate development and allied facilities such as parking, inter-modal transfer and in-coming/outgoing road traffic at the Station.

3.3 The Technical Feasibility Report and Master Plan to be prepared by the Consultant shall contain preliminary designs and sufficient details to judge the constructability and feasibility of various layouts as well as the estimated cost related to such development. The phasing of the Mandatory Works / Commercial Development shall be done on the basis of costs thus worked out and the revenue realization strategy prepared by Authority. If the tender is to be called on design build basis, the technical schedules shall be prepared based on the above details only. (Subsequently, as part of second part of Scope of Services, the Consultant may be asked to prepare detailed design and tender drawings to ensure that detailed itemwise quantities are worked out and tender for Mandatory Works can be called on Bill of Quantities (BOQ) basis, and the work be executed on the basis of GFCs to be prepared by the Consultant. The subsequent scope of services shall be based on either preliminary designs or detailed design, as decided by Authority). During actual execution, alternate layouts may be proposed based on vision of real estate developer, but the Consultant has to ensure that master plan is not challengeable on architectural, technical or practical considerations. It will be the Consultant’s responsibility to fully defend the solutions proposed by him should these be questioned by MOR, Authority or the Contractor/Developer at any stage of the planning of Mandatory Works and/or bidding process for award of contract for Ist phase of Mandatory Works and Commercial Development. Once the bid documents are released, the Consultant shall prepare replies to the written queries made by the bidders on the technical aspects of the bid documents. The Consultant shall take part in the pre-bid conference for award of tender/concession and furnish such technical clarifications as may be called for.

3.4 The Consultant shall also assist the other consultants like Financial Consultant, Transaction Advisor, Legal Adviser etc engaged by Authority by furnishing technical schedules and such clarifications as may be required for contractual, legal and financial issues for Ist phase of Mandatory Works and Commercial Development.

3.5 The outline scope of services to be performed by the Consultant shall include but not limited to the following:
   i. Review of previous reports/ available plans / drawings /data and verify the available drawings details at the site;
   ii. Traffic study and development of integrated traffic plans;
   iii. Studies, Surveys and Investigations;
      a. Engineering Survey;
      b. Geotechnical Survey;
c. Ascertaining condition, ownership and usage of structures;
d. Exiting utilities mapping, assess and plan permanent and temporary diversion utilities;
e. Land due diligence and Preparation of Land acquisition Plan, if any, and opportunities for joint development and for TDR etc. if possible and desirable;
f. Building condition survey; and

g. Study of identification of sensitive structures;

iv. Applicable Development control norms;
v. Assessment of additional requirement of utility infrastructure such as power, water, solid waste management, sewage treatment etc as well as their availability for the Project;
vi. Relocation plan of buildings and structures;
vii. Development of Concept Plans & Master Plan of the project: The Consultant shall follow the applicable laws, bylaws and Master Plan of the city with a view to enabling an ‘in principle’ approval of municipal authorities.
viii. Construction methodology, sequencing, scheduling and time frame;
ix. Social impact assessment including Resettlement & Rehabilitation Plan (R&R), if any;
x. Environment Impact Assessment and to actively work with Authority and obtain environment clearance of entire Project;

xi. Preliminary designs and review / update of design criteria/outline specifications for the Mandatory Works and Architectural Controls for the Project including areas identified for commercial and/or other development identified in the Master Plan

xii. Project Cost and Preparation of indicative BOQ and Cost Estimates;

xiii. Prepare submissions for the purpose of obtaining in principle statutory approval/clearances for the Master Plan and obtain such clearances;

xiv. Preparation of various Technical Schedules for the tenders for complete Mandatory Works and Commercial Development.

xv. Management of technical aspects of Bid Management for first phase of Mandatory Works and Commercial Development. The phasing of Mandatory Works and Commercial Development shall be as decided by Authority in consultation with the Consultant and other consultants taking an overall view of railways’ operational requirements, Authority’s requirements, market conditions and overall interest of the Project and various stakeholders.

The second part of Scope of Services shall commence after the Master plan is approved and Authority gives specific approval to operating the second part of Scope of Services. In such a case, the appropriate items for bid management in the first part of Scope of Services shall be operated with detailed design and complete BOQ/detailed estimate. This part pertains to preparing detailed design, tender drawings, detailed item wise Bill of Quantities to enable calling of item rate tender and preparation of GFC drawings for Mandatory Works and shall include the following:

i. Preparation of Detailed Design of Structures and systems pertaining to civil, electrical, telecommunications, security, fire-fighting, ventilation, vertical circulation elements, BMS / SCADA etc for 1st phase of Mandatory Works and including the detailed examination of proposed design from Green Building considerations, vibrations, acoustics, disabled friendliness and other aspects as per Authority’s specifications and requirements for other similar projects.

ii. Preparation of Good for Construction drawings for 1st phase of Mandatory Works and co-ordination with site regarding interpretation of the same during construction.
4. **Scope Of Services Is Further Explained Hereunder:**

4.1 **Review of previous reports/drawing/data and verify the available drawings of the site**

4.1.1 The consultant shall collect relevant details, information, data, reports, future plans from the IRSDC/RLDA/concerned Zonal Railways/Local Bodies/Departments and from the market regarding present and proposed planned development within the influence area of the station area. These data should include but not be limited to:

(a) Details of passenger, traffic and engineering surveys, goods, parcel movement, train movement details, circulation area details, types of existing passenger amenities, facilities and their leasing status, station structure, Foot Over Bridges and all other details necessary for the preparation of technical feasibility report and master plan.

(b) Master plans, zonal plans, existing drone survey reports, building bye laws, development regulations, permitted land use and FSI at the site, rules for obtaining permission for FSI, TDR, etc., circle rates of land for various use in the area, market rates as per past land deals;

(c) Details of similar commercial developments in the vicinity/city – Both existing as well as proposed and opportunities for Commercial Development in the Project;

(d) Contact addresses with phone numbers of real estate developers active in the city, concerned officials of relevant local bodies like Development Authority, Municipality, Revenue Authority, Environment office responsible for environmental clearance etc.

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

4.2 **Railway Demand assessment**

4.2.1 The Consultant shall examine constraints of the train operations and the maintenance facilities with respect to the passenger and station requirements. The train operations are not to be planned ab initio or from yard layout perspective, but the planning already done by railways shall be considered and master plan shall provide efficient solutions for carrying out the tasks related to train operations especially where these are interfacing with the station facilities. The passenger forecast for the next 40 years-time horizon shall also be kept in mind while planning.

4.2.2 Based on the above estimation, the Consultant shall integrate the land available and examine capacity constraints to station layouts. Station shall be designed to demonstrate the impact of design changes to improve fluidity in disperse/handle passengers and carry out other operations at station efficiently.

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

4.3.1 To achieve the objective of harmonious development with the surrounding city and adequately meet the need for transport linkages, the Consultant shall plan works within 5Km influence area including on surrounding roads and the land adjoining the land boundary of the station. Feasibility of works planned on surrounding roads and the land adjoining the land boundary of the stations shall be carefully examined. The Consultant shall study the impact of the proposed development on traffic and congestion on surrounding roads and area and make an assessment of the impact on infrastructure demand in terms of road network and parking. Mitigation plans for infrastructure demand shall be prepared separately for existing traffic bottlenecks and for traffic generated due to extra development in the Project.
4.3.2 Traffic surveys for both railway as well road users shall be carried out by the Consultant with a view to formulating the traffic plan for movements and integration of modes as also inter-modal transfers involving existing/proposed Metro Rail, High speed Train, mono Rail, Bus services, IPTs etc. (Surveys like Volume Counts, Turning Moment Counts, Origin Destination Surveys, Passenger Arrival Departure surveys, mode choice surveys, parking supply and occupancy, etc. shall be planned for 7 day, 24 hours each at various suitable locations in and around the railway station up to at least a 5Km radius from the station) The consultant shall also suggest an integrated traffic and transport plan meeting the Railways as well as city traffic needs for next 20 years, for areas within 5 Km from the project site. The Consultant shall use the relevant traffic engineering and transport planning tools to design and improve the connectivity of the Station with the city. This may include widening of existing roads, junction/corridor improvements (including grade separators where absolutely necessary over roads as well as the railway yard), improvement of existing geometry, augmentation of capacity on approach roads, segregation of through traffic, etc.

4.3.3 The Consultant shall plan the inter-modal transfer facilities to, inter alia, include design for vehicular (road) and pedestrians traffic, interfaces with the surrounding and approach roads and neighborhood including improvements for barrier free movement of pedestrians, appropriate junction improvements, and traffic management for the entire area. The Master Plan shall, inter-alia, include facilities required for vehicles carrying parcels, catering and linen materials, garbage disposal, vehicles for maintenance, VIP movements etc. Consultant shall aim at seamless flow for pedestrians between public/private transport, boarding/alighting points and station premises and minimizing the length of walking distances. The design of circulating areas and inter-modal transfer facilities should provide an efficient, convenient and aesthetic solution to connectivity and integration between various modes of transport. The requirements of pedestrians and physically disabled persons are to be specially taken care of.

4.3.4 Authority envisages that the redeveloped Station would preferably have segregation of arrival and departure areas through suitably planned passenger platforms.

4.4 Studies, Surveys and Investigations

4.4.1 Engineering Survey
The Consultant shall carry out a detailed survey of the site and the surrounding areas to prepare accurate site plans. The development should not be confined to the site but also include infrastructure facilities and adjoining railway land to present an integrated development around the site. However the consultant has to ascertain ownership of land and structures in the area proposed for development. A report shall be prepared on topographic survey indicating base line survey report which shall include GPS benchmark, GTS benchmark, triangulation network points (temporary benchmark), close traverse survey details along with the photographs of important locations.

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

4.4.3 Exiting utilities mapping, assess and plan permanent and temporary diversion utilities
The Consultant shall be responsible for the accuracy of the physical and ground details, such as alignment of roads, details of existing structures on the proposed development area, land use details, utilities (telephone lines, signal lines/equipment, HT/LT lines, water supply, drainage/gas lines and OFC cables, etc), trees and other plantation and access to adjacent properties.
4.4.4 Preparation of Land Due Diligence Report and Land acquisition (LA) Plan
While developing Master Plan for station project, endeavour is to make plan within the Railway land. However, under un-avoidable circumstances for development of plan, if acquisition of additional land whether private or Government is needed, the consultant shall prepare a Land Due Diligence Report and LA plan as per Revenue Records including ownership details.Opportunities for joint development and for Transfer of Development Rights shall also be explored if possible and desirable for improving functional / economic aspects of the Project. Any change in Project land area upto 20% due to land acquisition or co-development or including any railway land outside Project Railway Station shall not be considered as variation or change in scope and the consultant shall prepare the master plan for the entire area including the land thus acquired or taken up for joint development considering the same equivalent to the railway land at Project Railway Station.

4.4.5 Geotechnical Investigations
In order to provide reasonable detail to the bidders for assessing the type and cost of foundation of buildings and structures as proposed in the Master Plan, the Consultant shall carry out a reasonable degree of geotechnical investigations in twelve (12) locations (preferably near locations where the foundations for Mandatory Works are expected) including conducting Laboratory and Field Test along with the analysis of results and preliminary foundation design to determine nature of construction as per IS:1892.

4.4.6 Study of sensitive structures
A survey of all the sensitive structures which are sensitive from the religious, archaeological and historical point of view and are located within 1km of the site shall be carried out along with all relevant details like approach, condition, patronage and impact of project on them and vice-versa.

4.5 Applicable Development control norms
4.5.1 The Consultant shall study the development control norms, building bylaws and Master Plan of the city and other requirements laid down by local authorities and shall advise Authority regarding the nature and extent of construction permitted and its likely impact on the viability of the Project. The Consultant shall prepare necessary documents to establish the minimum construction requirement over the entire railway land to meet the scale of facilities expected. Provisional modifications required in the development control norms of state government or local bodies shall be clearly brought out to enable Authority to engage with concerned authority at an early stage including for formulating ‘special’ development control norms for the Project. The Consultant shall actively assist Authority in preparation of documents, reports, drawings etc. to enable Authority to logically argue its case and get the issues satisfactorily resolved. The Consultant shall prepare plans conforming to the extant building bylaws with a view to enabling an ‘in principle’ approval of local authorities.

4.6 Assessment of additional requirement of utility infrastructure
4.6.1 Consultant shall make an assessment of the impact on infrastructure demand in terms of water, sewerage, power and communications for the entire development / redevelopment proposed in the Master Plan for the entire Project. Mitigation plans for increase in infrastructure demand shall also be prepared. Source of water to ensure uninterrupted supply for the station and adequate augmentation of other utilities like electric supply, sewerage lines, storm water drainage, etc. shall be studied in detail.
4.6.2 Commercial development at the Station and surrounding railway land is essential for financing the Project costs. Consultant should aim to maximise the commercial returns from the land and air space to get the best returns. However, any such commercial development should be able to co-exist with the passenger terminal and surrounding areas of the city in a complementary and harmonious manner. While preparing the plans for integrated Commercial Development, Consultant shall make an assessment of the requirement of various utilities/services and access for adjoining development and adequately provide the infrastructure and spaces for the same.

4.6.3 Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the Commercial Development, the lighting, circulation, traffic integration, access, and services required for Commercial Development are to be planned for and integrated with overall planning with adequate details such that GFC’s for the Mandatory Works can be prepared in subsequent stages.

4.7 Relocation plan for structures

4.7.1 Consultant shall assess the requirements of relocation of structures and their users/occupants, removal of encroachments, rehabilitation and resettlement, land acquisition, diversion of services/utilities and trees to be felled. Wherever possible and if feasible financially, the consultant may plan to retain some of the existing structures through the processes of restoration, adaptive reuse etc. Plans prepared by the Consultant shall incorporate drawings for structures required to be relocated and due space provisions for the relocation and permanent diversion of services/utilities. Necessary schedules of encroachments, R&R and land acquisition, and felling of trees shall be prepared. Cost estimates for all these requirements shall also be included. Though only preliminary plans are to be made for the Commercial Development, the lighting, circulation, traffic integration, access, and services required for Commercial Development are to be planned for and integrated with overall planning.

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

4.7.3 The Consultant shall also study the technical feasibility of relocation of Railways quarters, if any, in the proposed project site to suitable location. Total floor area of all such buildings shall be assessed with adequate provision for future. The Consultant shall conduct an activity analysis of all activities, operational or otherwise, currently being undertaken at the station, do a volume analysis of space required to deal with future growth and then suggest sites for the relocation. The Consultant shall suggest the relocation of operational and other structures that need to be dismantled on account of the Master Plan and shall suggest workable plans to first complete the construction of buildings to house facilities to be dismantled prior to their actual shifting/demolition. Only in exceptional and unavoidable cases, shifting of establishments to temporary accommodation should be resorted to. Modifications to existing structures/buildings, if any, shall be suggested after thorough investigation of the structural condition of such structures/buildings.
4.8 Development of Master Plan

4.8.1 The Consultant shall prepare a Master Plan for development of the entire Project Railway Station site. The development should include adjoining railway land to present an integrated development around the site. Also, to achieve the objective of harmonious development with surrounding city and adequately meeting the need for transport linkages, the Consultant shall plan works on surrounding roads adjoining the land boundary of the site. Segregation of suburban services from the long distance traffic and their integration with long distance platforms would need to be planned and provided for. Consultant shall integrate the passenger and train movement with the other existing / proposed public transport modes, like High Speed Railway, Metro LRT, and Metro rail System etc. Feasibility of such construction shall be carefully examined. Master plan shall be fit for modular / phased construction. The Technical Feasibility Report to be prepared by the Consultant will contain the drawings and sufficient details to judge the feasibility and constructability of various layouts. After receiving the observations of Authority on the Master Plan and draft Feasibility Report, the Consultant shall further amplify the major elements of design of the Project, and prepare Preliminary Design for the Project such that these could be used as reference documents for inviting technical Bid and normalising the parameters for the RFP. Preliminary design shall be adequately detailed so that interest of Authority and users of the Project are fully safeguarded by clear planning and design parameters. Preliminary Design shall be submitted at the time of submission of the final Feasibility Report. In subsequent stages of this consultancy assignment, the Mandatory Works may be further detailed by the consultant to provide drawings and documents for on-site construction works.

4.8.2 Authority envisages that the Station may have separate contractor/developer responsible for Operation and Maintenance of services related to passenger operations such as platforms and services related to commercial operations such as any real estate development. The master plan prepared by the Consultant shall ensure that there is clear segregation in the operational area of the two services, to the extent possible.

ii. With reference to the areas identified for Commercial Development, the consultant shall further amplify the major elements of design and prepare technical schedules for the development agreement for the 1st Phase of Commercial Development, templates for the technical Bids if any, and evaluation criteria for normalisation for inviting the technical Bid from the various short listed applicants. The plan provided by the consultant should not be challengeable by the shortlisted bidders or Architectural/Technical considerations. It will be the Consultants responsibility to fully defend the solutions proposed by him should these be questioned by the short listed applicant and also examine the modification/changes proposed in the Master Plan, Concept Plan, Technical Feasibility Report, Preliminary design and the technical schedules thereof. The Consultant shall objectively evaluate the technical Bid and normalise the various technical parameters and incorporate these changes at the respective places. No separate payment shall be made on this account and shall be deemed to be included in the overhead cost of the Consultant. The Consultant shall provide a complete dimensioned layout of the proposed Project superimposed on the detailed site plans to enable the prospective bidders to prepare realistic technical Bid and the short-listed Applicant to fully appreciate his responsibility under the Development Agreement at the construction, operation and transfer stages. Consultant shall supplement the proposed layout with explanatory drawings, statements, charts, notes, etc. and provide preliminary cost estimates. Consultant shall also provide sufficient information in the Feasibility Report which shall help the Financial Consultant to appraise the Project before the bids are invited, and the bidders to do due diligence before submitting their respective bids.

iii. The Mandatory Works shall be identified in the Master Plan. Looking at the conditions of each project, including railway operational requirements, Authority’s requirements, market conditions and overall interests of Project and various stakeholders etc, It may be desirable to take up the work in Phases. In such situation, the Master Plan shall indicate the phases of Mandatory Works.
iv. With reference to the Mandatory Works, the consultant shall prepare Tender Drawings and Documents for selection of Contractors/developers. Tender Drawings and Documents shall contain all necessary details, information specifications, quantities, etc. required for selection of contractors/developers. The drawings shall indicate the various phases distinctly to allow the contractor / Developer to easily identify the scope of work and plan interface of work in subsequent phases. The drawings shall contain all necessary details pertaining to architectural, interior, structural, plumbing, electrical, mechanical, Fire Fighting, Landscaping and other service designs. Consultant shall prepare dimensioned floorplans (all floors), elevation (all sides), Sections (Minimum 2 per structure), door window schedule, details of circulation cores, toilet details, service layouts, capacity of facilities, schedule of finishes, detailed quantities, etc.

4.9 Construction methodology, sequencing, scheduling and programming

4.9.1 As train operation would continue at the Station during project implementation, the construction has to be done in phases. This would pose a challenge in carrying out construction activities without unduly disturbing the public, railway staff, passengers, train operations and the environment. The Consultant must address this challenge by identifying the minimum required diversions and planning viable temporary diversion plans for passengers, pedestrians and road traffic; diversion plans for various utilities like water/sewer lines, cables, equipment etc. and suggesting suitable construction methodology using modern construction techniques and equipment would also be drawn up. The consultant shall design station using special software to demonstrate the impact of design changes to improve fluidity to disperse passengers.

4.10 Social impact assessment

4.10.1 The Consultant shall carryout Social Impact Assessment of the Project involving community interaction and public hearing with a view to recommending specific measures for implementation by the Developer so as to be compatible with ISO 14001 standards and applicable laws. Consultant shall study any adverse Social impact, arising out of the proposed Project implementation and suggest mitigation measures for such adversities. The Consultant shall undertake Social Impact Assessment (SIA) due to the Project and requiring resettlement and rehabilitation, particularly the impact on the persons affected due to the Project including plans for resettlement and rehabilitation thereof. The extant policies and guidelines of the government would be kept in view while undertaking the assessment. He shall prepare a plan for involuntary resettlement and land acquisition, which shall include the following:

(a) Prepare in accordance with guidelines of the Government, a draft Resettlement and Land Acquisition Plan;
(b) Prepare area specific social assessments to support development of a locally relevant approach to resettlement which provides benefits to people in the Project's area of influence, which include socioeconomic conditions, social service infrastructure, and social institutions and organization, in accordance with the Government policies and guidelines;
(c) These social assessments should include gender and local ethnic aspects;
(d) Provide recommendations and action plan for the Authority to undertake, at the implementation stage, a full census and inventory of lost assets (households, shops and agricultural and other lands, or access to current income-generating activities, including impacts caused by permanent or temporary acquisition) of affected people and a baseline socioeconomic survey of the affected population, determine the scope and magnitude of likely resettlement and land acquisition effects, and list likely losses of households, business and income opportunities, as well as affected communal assets and public buildings;
(e) In consultation with local stakeholders, government and Authority, develop an entitlement matrix, on the basis of the consultations, socio-economic surveys, and inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government;
(f) Prepare the plans with full stakeholder participation, including the Government and Authority. Consult with affected persons and community-based organizations to ensure that all affected persons have been fully informed of their entitlements through the consultative processes initiated by the Government and Authority. Ensure that communities and displaced persons understand the project, its impacts, and the responsibilities of the parties; and

(g) Analyse and confirm the following aspects that will apply to land acquisition and resettlement in the project area: (i) laws and regulations, including local practices; (ii) budgetary processes for involuntary resettlement and land acquisition; (iii) schedules for these activities that are coordinated with the construction schedule; and (iv) administrative arrangements and requirements.

4.11 Environment impact assessment and assisting Authority in obtaining environmental clearance and approval from the competent authority

(a) The Consultant shall undertake environment impact assessment of the Project as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.

(b) The Consultant shall also assist Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

4.12 Preliminary designs

4.12.1 The Consultant shall prepare preliminary design of the Mandatory Works which shall form the basis of establishing rough project costs. This shall include further preliminary design of major elements of Master Plan required for preparation of rough cost estimates such as foundation of typical columns, positioning of columns on platform and tracks, structural system supporting unique and uncommon architectural elements, typical parameters of unique and special architectural finishes, parameters of external architectural facades/canopies, operational and passenger areas including size, location and minimum facilities to be provided in each area, platform and concourse floor usage plan showing positioning of important operational and passenger facilities, etc. These shall be prepared in sets of A-3 size drawing sheets containing drawings as well as design parameters. The objective of these drawings is to enable the Bidders / Authority to make a preliminary estimate of the cost of Mandatory Works. Preliminary design drawings together with outline specifications shall be adequately clear so as to safeguard the functional requirements of Authority and users. For detailing and explaining the plans/structures/structural components, three/two dimensional sketches using software shall also be provided.

4.13 Project cost and Preparation of BOQ and Cost Estimates

4.13.1 The Consultant shall work out BOQ of various components and prepare rough cost estimates of the Mandatory Works with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add provision for physical and price contingencies, etc. The project cost for different phases shall be indicated separately.

4.14 Financial analysis

4.14.1 The Consultant shall assist the Financial Consultant by providing the estimated construction costs including phasing thereof, infrastructure improvement cost outside railway land on Project Railway Station, cost of R&R, etc.
4.15 **Obtaining “in principle approval” from local bodies**

4.15.1 The Consultant shall obtain approval from all concerned local authorities, other Government Departments, Traffic Police, Railways, etc. which are required as per law. The Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Architect who is duly authorised to sign the submissions shall sign and make necessary submissions in this regard. The Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/approval. The Consultant shall make presentations regarding Bids as and when required for obtaining approvals, clearances etc. or as otherwise requested by the project team.

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

4.16 **Preparation of Technical Schedules for Tenders**

4.16.1 The Consultant shall prepare, revise and update all technical schedules for the Tenders for Mandatory works as well as 1st Phase of Commercial Development. These schedules will define the Authority’s architectural parameters and controls as well as the minimum technical requirements, which shall be mandatory for the Concessionaire. These schedules shall consist of drawings and design, construction and functional outline criteria and will generally define the site of the project including the existing assets and facilities, scope of relocation and development, floor plans showing uses of space, development control norms for the proposed development, scope of other civic infrastructure such as roads, parks, landscaping etc. Generally the content of these schedules shall be derived from the approved Master Plan and draft Technical Feasibility Report and shall be submitted as part of the final Technical Feasibility Report. The schedules shall be prepared separately for different phases of Project.

4.16.2 **Architectural Controls**

   The Consultant shall prepare Architecture Controls conforming to the Local Building Byelaws and in harmony with the Master Plan, which shall include but not be limited to:

   i) Urban Design /Development related
      a. Preliminary Proposal for development/redevelopment at the land parcels other than the station building and their impact on immediate environs.
      b. Volumetric study and Urban form recommendations including pedestrian/vehicular movement and parking

   ii) Architectural Control/guidelines
      a. Drawings showing architectural controls/guidelines (like building heights, shapes, volumes, elevation controls, façade designs, materials, etc.), features and specifications
      b. Typical drawings showing street hierarchy and types with cross-sections along with incidental landscaping, street furniture and graphic signages, etc.
      c. Drawings showing treatment to the common facilities like circulation, common parking, open spaces and external architectural form.
4.17 Preparation and Management of Technical aspects of Bid Management

4.17.1 The Consultant shall manage Technical aspects of Bid Management for Ist Phase of Mandatory Works as well as Commercial Development Request for Proposal (RFP) documents in prescribed format. In the RFP, short-listed Applicants (prospective bidder) may be required to submit their technical proposals for construction management, proposal for the project and Relocation related works and for specified components of project. Further, modifications/suggestions to the Master Plan, if considered necessary by the Applicants, will be submitted along with proposal. RFP would also be meant for proper understanding of the scope of the work, transferring the onus of feasibility from Authority to the prospective bidder. RFP will also seek details on construction methodology and it’s Phasing Plan, Block and station occupation requirement and Plan for replacement of existing structures and building on the surrounding land to ensure continuous and smooth operation. These plans should be developed in such a manner that it ensures proper communication & understanding of the requirements of the project by the Applicant. The Consultant shall prepare criteria for evaluation of the Technical Proposal before the due date of submission for making an objective assessment. The Consultant shall manage the process of inviting technical proposals from the short-listed bidders, arrange pre-submission meetings, receiving and scrutiny of technical proposals. The Consultant will advise shortfalls to all bidders bringing out general deficiencies and specific deficiencies to the bidder concerned. Thereafter the Consultant will hold clarification cum confirmation meetings individually as well as collectively with all short-listed applicants with an objective to improve their proposal to the compliant level. Consultant shall compile all the changes proposed by the bidder and evolve normalised technical parameters. Consultant will revise the technical schedules of the concession agreement and feasibility report on the basis of better alternatives and accepted technical proposals so as to permit short-listed bidder to adopt the design contained in their accepted technical proposal subsequent to award of concession. The Consultant shall submit an evaluation report and recommendations on normalized technical parameters, schedules of the concession agreement along with an updated Master Plan and Technical Feasibility Report.

4.17.2 The Consultant may be required to assist Authority during negotiation of tenders.

4.18 Detailed design of Structures and Systems

4.18.1 After approval of the Master Plan and on specific approval of Authority, the detailed design of structures and systems shall be taken up by the Consultant for Ist Phase of Mandatory Works.

4.18.2 The Consultant shall be required to carry out the complete detailed design of structures and systems pertaining to civil, electrical, telecommunications, security, fire-fighting, ventilation, vertical circulation elements, BMS / SCADA etc. and including the detailed examination of proposed design from Green Building considerations, vibrations, acoustics, disabled friendliness and other aspects as per Authority’s specifications and requirements for other similar projects. For ample clarity, Authority shall engage only consultants for Proof Checking of designs and the Contractor(s)/Developer(s) engaged by Authority shall bear the expenses for commissioning of the equipment, and all other design work is within the scope of the Consultant.

4.18.3 Before taking up design, the Consultant shall prepare, and get approved from Authority, a Design Basis Report (DBR) covering the basic approach to design, software to be used, the codes to be followed including their hierarchy and the various important parameters of design. The DBR shall be prepared separately for each major area of design like civil, MEP, BMS / SCADA etc.
4.18.4 The above detailed design shall be given in-principle approval by Authority for which the proof checking shall be got done for structural design and any other design as desired by Authority at its own cost. It shall be responsibility of the Consultant to associate with the agency chosen by Authority for carrying out the proof checking as well as with Authority for obtaining in-principle approval and reply to any queries raised or clarifications required.

4.18.5 The itemwise quantities for different items / components of work shall be prepared along with estimated rates to form a Bill of Quantities (the “BOQ”). The Technical schedules to be prepared for tenders for Phase I of Mandatory Works and the scope of the services as per the clause 4.16 above shall be further carried out with the detailed design and BOQ thus prepared.

4.19 Good for Construction Drawings (GFC’s)
4.19.1 In case the consultant carries out the detailed design, the GFC’s shall be prepared for Phase I of Mandatory Works by the Consultant.
4.19.2 The Consultant shall issue GFCs based on the approved design for execution of work at site. The Consultant must endeavor to provide GFCs such that the work of the contractor is not delayed on account of the same.
4.19.3 The Consultant shall clarify the drawings/ design, offer interpretation of the drawings/specifications to the Contractor(s)/Developer(s).
4.19.4 The Consultant shall conduct periodic site visits to understand the issues related to construction and issue revised GFCs as per requirements on site.
4.19.5 Proof checking of design /drawings is in the scope of technical consultant in consultation with EPI/IRSDC
4.19.6 The defect liability period (DLP)shall be as per best industry practice or 12 months which ever is higher.
4.19.7 The technical consultant has to appoint a financial advisor / real estate transaction advisor for providing consultancy for financial feasibility and financial modeling for development/redevelopment of each railway station to undertake a pre-feasibility techno commercial study to access the commercial viability of the individual stations.
4.19.8 The technical consultant shall pay fees to financial advisor / real estate transaction advisor appointed by them. The fees quoted by the technical consultant to EPI shall include the above fees. EPI will not pay any fees / charges to financial advisor / real estate transaction advisor appointed by the technical consultant for the project.
4.19.9 The scope of financial advisor / real estate transaction advisor is enclosed as Form 10 in Appendix-I: Technical Bid
5. **Deliverables**

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Each Deliverable shall include drawing, report, photographs and such other documents that generally comprise Deliverable for similar consultancy work internationally by way of best practices. The Deliverables shall be so drafted that they could be given to the prospective developers for guidance in preparation of their bids. [5(Five)] hard copies and [3(three)] soft copies in CDs/ DVDs / pen-drives of all the Reports, Drawings, 3D views etc. mentioned below shall be submitted to Authority. The size of drawings shall be A-3 (maximum) up-to Feasibility Report. Subsequent stage drawings may be submitted on larger sheets.

5.1 **Inception Report: It shall have following two components:**

(i) On commencement of the Consultancy, the Consultant shall submit an Inception Report (the “Inception Report”). The Inception Report shall be further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan. This submission will be for reference purposes only to clearly map out the method and manner in which the Consultant plans to approach the assignment. Inception Report shall also include the details of the team to be deployed including roles of team members, proposed timelines for presentations, submission of various draft and final deliverables and visits of Personnel in order to complete the Consultancy in time.

(ii) **Consultant’s Quality Assurance Plan (QAP):** The Quality Assurance Plan may be based on Lead member’s own quality assurance system but complying international best practices in architectural, technical consultancy. The Authority’s requirements in the project and deliverables shall be included in the QAP. On acceptance by Authority, the Plan would form the basis on which the consultant shall carry out the services for the Consultancy.

5.2 **Land Due Diligence Report:** Land due diligence shall be done to establish the total area under the ownership of Railway as per the revenue records, the actual land under Railway possession and its correlation with the revenue records, any encroachments/ encumbrances on the Railway land etc. This report shall be prepared in three parts:

(i) **Preliminary Land Due Diligence Report:** The consultant shall submit a report outlining the extent of project boundaries, details of preliminary survey of land to establish the land under possession of railways at the Project Railway Station, land record available with railways, collection of details about land readily available from revenue department, discussions with officials of railways/ local authorities to establish the other aspects of land including any adjoining piece of land which can be dovetailed into the master plan, any land under litigation and the determine scope of work required to complete the Land Due Diligence. The consultant shall be required to visit offices and concerned representatives in Railways, Local L&DO offices, Office of Corporation and Urban Local Bodies, etc to establish the actual land records for railway land and adjoining land parcels. Ownership records, property cards, Land Title transfer details (if any), records of ongoing legal matters related to land ownership status shall be collected and submitted to Authority, by the consultant.

(ii) **Intermediate Land Due Diligence Report:** The Consultant shall submit a report establishing the extent of project boundaries based on land records available and topographical survey of site, revenue authority maps of the area under which the Project land falls, map showing all encroachments/ encumbrances on the Project land. In this report, the application made to revenue authorities, and any discussions held, for issue of Property Card, or similar document establishing clear title of Railway shall also be enclosed.
(iii) **Final Land due Diligence Report**: The final land due diligence report shall contain the Property Card or similar document establishing clear title of Railway on the Project land, in exceptional cases, and any areas for which railway records are not available for which issue of Property Card is deemed not possible.

5.3 **Preliminary Report (PR):**

(i) Preliminary overall planning: The yard plan as furnished by Authority/Railways and the railway requirements at the Project Railway Station would form the basis for development of the Master Plan and Technical Feasibility Report. The Consultant shall review the existing/proposed yard plan of the Station for better space utilization and accommodating the structural frame-work of the proposed buildings/structure, platforms and tracks. Based on the above review, the Consultant shall suggest refinement in the proposed yard plan for the Station including to allow the construction of the Project. The Consultant shall furnish the feasible phased relocation layout plans with risk analysis, which needs to be interfaced in the report including the various railway operational activities like catering/parcel/ linen handling in addition to station management/ commercial activities planned as part of Master Plan. Reference Master Plan derived from their previous work or from similar other project as an example how the final product of the Consultancy shall shape up.

(ii) Preliminary area requirements and Cost: The Consultant shall prepare quick estimates of floor area requirements for passengers, railway operation and real estate for meeting the objective of the Project and prepare a concept paper for FAR requirements for the railway land and other Development Control Norms to enable Authority to identify the BuiltUp Area available for commercial exploitation and to engage with the relevant local authorities for ‘in-principle’ approval and/or for amendments in the extant provisions, if any.

(iii) Consultation with Local Bodies: The Consultant shall carry out consultation with all the concerned local authorities for the in-principle approval and the outcome of the meetings shall be incorporated in the preliminary report.

(iv) Part Report on Traffic Survey: The Consultant shall submit a Report giving the locations to be studied as part of Traffic Survey along with their justification, which shall be got approved from Authority before the Traffic Survey is taken up. The report shall also have the first 7-day classified traffic volume count giving an analysis of hourly and daily variations.

(v) Project Viability Report: A report bringing out the prima-facie viability of the project shall be brought out. It should be based on the preliminary land due diligence, Development control norms, local bye laws and the preliminary cost worked out on the basis of preliminary area requirements. Authority shall provide real estate survey for the area with respect to the Project as per feasible development advised by the Consultant and decide if the project is viable or not. In the event that a viable project does not seem feasible, the Consultant shall not proceed further with the Consultancy and the same shall closed and no further work shall be done. Payment for further stages of work shall not be payable in such a case.

5.4 **Infrastructure Development Report**

The Consultant shall review the existing infrastructure at the Station and this shall include but not be limited to condition of assets, capacity, location etc. and shall suggest improvements, up-gradation and the requirements of additional infrastructure for achieving the Objective. Based on the estimation of passengers, integrate the land available and capacity constraints to station layouts. The Consultant shall also suggest whether the passenger handling
capacities could be increased beyond what is present at the Station and if so the additional infrastructure needed thereof. The Consultant shall undertake topographic survey of the Project, identify major issues concerning land and as built structures. The report shall be delivered as Infrastructure Development Report (the “IDR”) having the following components: Report on Topography Survey, Geotechnical Survey, Building Condition Survey, Requirement of additional land, Utility Relocation Plans and Utility-wise preliminary plans together with approximate costs for shifting/relocation shall be provided.

5.5 **Land Redevelopment Report**

The Consultant shall review the existing land use (such as buildings, structures, access roads, trees, green areas etc.) on the railway land surrounding the Station. The review shall include, but not be limited to the condition of assets, need for replacement and the permissible land use in the area. The Consultant shall suggest improvements, relocation, rebuilding, additional civic amenities and the possibility of release of space for improvement in circulation network and commercial development. The report shall be delivered as the Land Redevelopment Report (the “LRR”).

**Land Plan Schedules**

(a) Plan of the Project site showing the existing Railway land ownership based on Land Registry Records (along with all the existing assets within the boundary) and encroachments, if any, together with a list of such encroachments along with their brief description

(b) Land Plan schedules for acquisition of additional land and/or additional land which can be taken up for joint development where required.

5.6 **Geotechnical Investigations Report**

In order to provide reasonable detail to the bidders for assessing the type and cost of foundation of buildings and structures, the Consultant shall carry out geotechnical investigations and including the analysis of results and report on foundation type and depths required for the construction. The report shall be delivered as the Geotechnical Investigations Report (the “GIR”).

5.7 **Traffic Planning Report**

The Consultant shall review the existing road connectivity of the Station with the city and recommend improvements in approaches, circulation, parking areas for better and smooth traffic flow to and from the Station. While the primary focus of the assignment is to plan for wide dispersal of traffic within the Project Railway Station Area, the consultant shall also analyse the road and transport infrastructure within the 5Km influence area to assess its capacity for taking future load of enhanced traffic flow in the region as a result of station upgradation and planned commercial development. The report shall be delivered as the Traffic Planning Report (the “TPR”).

5.8 **Concept Plan**

5.8.1 The Consultant shall prepare Concept Plan conceptualizing the vision of developing the Project Railway Station. The Consultant shall prepare concept plans of typical buildings for each type of the developments shown in the master plan to include the following –

- Architectural concept plans showing roads/circulation, parking, landscaping, entry/exits, etc. surrounding the building in greater detail than that provided in the master plan;
- Typical elevation of the proposed buildings including showing the adjoining features;
- To prepare an isometric view of the proposed buildings/surroundings.
5.8.2 The Consultant shall prepare at least three conceptual alternatives, which must be equally complete, feasible and viable in all respects, yet significantly different to provide Authority a range of options to choose from. These alternatives shall be presented at an intermediate stage before draft submission stage. The Consultant will assess the approximate costs and benefits of different alternatives and present the alternatives to Authority bringing out the comparative merits and demerits of each, including real estate and financial feasibilities comparisons and further detailing will be done for the alternative selected by Authority. However, the Consultant might be asked to further sufficiently detail the other alternatives including to provide elementary 3-D views for allowing Authority to make a selection. Consultants might have to rework/modify the scheme based on interactions with the observations of Authority. Authority might selectively choose some concepts from each alternative and the Consultant may have to develop a fourth alternative plan incorporating these concepts to the satisfaction of Authority. The Consultant might be asked to sufficiently detail the alternatives to enable Authority to select one of them.

5.8.3 Further, detailing to create Master Plan will be done for the concept plan selected by Authority.

5.9 **Master Plan**

5.9.1 The Consultant shall prepare a Master Plan (the “Master Plan”) giving the land use, architecture, urban design and associated parameters for the development of the Project Railway Station into a world class passenger terminal and transit oriented mixed use development in a manner which would utilize the existing land and infrastructure to the best advantage without being constricted in creativity and imagination for designing a truly urban icon.

5.9.2 Stations shall be designed to demonstrate the impact of design changes to improve fluidity to disperse/handle passengers efficiently.

5.9.3 The Consultant shall study the profile of passenger and non-passenger users of the Station for various aspects including but not limited to their socioeconomic condition, paying capacity, their travel and behavioral patterns, time-spends at the Station etc. and bring out essential elements of services to be provided at the Station for achieving the Objective.

5.9.4 The Consultant shall provide sufficient details of commercial space that can be built above the station and other service buildings, in the air space above railway tracks and on surrounding railway land so that the prospective developers are able to appreciate the non-operational revenue potential of the entire development with a fair degree of predictability. The Consultant shall study and take into account the urban land use, development norms, Floor Area Ratio (FAR) and all other such requirements as laid down by the applicable laws and regulations.

5.9.5 The Consultant shall study the traffic pattern of the area taking into account the future planned developments of Local Agencies, Government Authorities, the railways and other existing / proposed urban transport systems, and the impact the development of the Station and its surroundings is going to have on it. Based on such study the Consultant shall prepare the plan for development of circulation network, pedestrian walkways, subways, traffic integration, parking etc.

5.9.6 The Consultant shall provide for adequate and possible public spaces such as parks, fountains, and green landscaping in the plan so that the development Project makes value addition to the quality of life of station-users. The drawings for Commercial Development should adequately address the requirements of public amenities such as parking, circulating areas, rest areas, toilets, drinking water etc.
5.9.7 While preparing the Master Plan, the Consultant shall integrate the recommendations contained in the previous reports like TPR, IDR and LRR.

5.9.8 The Consultant shall include the following in the master plan of the station:

- Layout and quantification of necessary infrastructure like roads, storm water drain, rain water harvesting, sewerage, power supply, water supply, landscaping etc.;
- Layout and area of plots for various types of Commercial Development like shopping/retail, offices, hotel, academic institutions, hospitals, entertainment, logistics, parking, parks, green area etc and determine the quantum and character of development for each plot;
- Feasibility of exploitation of full potential of FAR permissible;
- Phasing of development including development periods; and
- Commentary on the planning with respect to best practices and development control norms and approvals required from local statutory authorities.

5.9.9 Master Plan should be submitted in two parts. Part 1 should be the Master Plan for the Mandatory Works and Part 2 should be the Development Plans for the surrounding railway land. Part 1 should include but not limited to floor plans, ground plans, L-sections, cross sections, passenger and operational facilities, streetscape views and perspective views of the of the Proposed station complexes comprising station building, commercial developments, circulating sections etc. Part 2 shall include general arrangement drawings, land use, relocations/reconstructions, road network, etc. as well as all the connecting roads requiring modifications. The phases for implementation shall be clearly shown in the Master Plan.

5.9.10 The Consultant shall prepare soft copies of material for marketing the Project as approved by Authority which shall include at-least 3-D views/plans/elevations to be printed by Authority on posters and a 3D walk-through of the Master Plan prepared with latest software. The walk-through shall be prepared after the script for the same is approved by Authority. The walk-through shall indicate the overview of the project philosophy of design, facilities in the Project from users’ perspective and highlight special the planning/architectural aspects of the Master Plan. The walk-through shall have proper music, and voice over/sub-titles as per the script. The minimum duration of walk-through shall be 3 minutes.

5.9.11 The presentations on Master Plan shall be held at New Delhi, the divisional/zonal railway offices of the Project Railway Station and in local body offices for obtaining necessary opinions/approvals.

5.10 Capital Expenditure (Capex) Report

5.10.1 The Consultant shall prepare a phasing plan for implementation of the Master Plan in consultation with the Authority and other consultants hired by Authority. Phasing plan should also cover how various utilities will be provided in each phase. The Consultant shall identify and prepare an exhaustive list of works to be included in the different phases in a manner that is feasible and which improves passenger services at the Station.

5.10.2 Preliminary CAPEX Report:

The Consultant shall classify various elements of Trunk infrastructure and common public utility services proposed in the IDR and Master Plan into those that are necessary from the Station/user standpoint including common Trunk infrastructure for commercial development and infrastructure required to be developed for respective sites identified for Commercial Development. The Consultant shall provide a preliminary CAPEX report giving costs for different components of Mandatory Works under different heads and provide separate cost estimates for different phases, and also indicate the cost of Commercial Development. The schedule of finishes for various components of project shall also be proposed in this report. During the planning process, the components of
different phases may change and in that case, the preliminary CAPEX Report shall be modified accordingly.

5.10.3 Final CAPEX Report
While preparing the final cost estimate for Mandatory Works based on final Master Plan, the Consultant shall consider the final schedule of finishes, estimated quantities and rates for building floor areas, underground construction, foundation, roof structure, roof covering, steel structure, bridges/viaducts, roads, landscaping, electrical sub stations, SCADA, A.C. & Ventilation, lighting, passenger amenities, Building Management System and building services including escalators, lifts, fire alarm, fire-fighting evacuation, earthing of installations, special finishes, Telecom and passenger information system, data networking, Security equipment/system, water supply, sewerage, power supply etc. under separate sub heads so that the reasonableness of the cost estimate can be ascertained. The Schedule of items & Quantities for all components of mandatory works as listed out above, have to be incorporated in the report, so that the same can be taken for preparing schedule as well as for preparing mandatory Capital Expenditure report. The above report including such cost estimates for the Mandatory works shall be delivered as the Mandatory Capital Expenditure (Capex) Report (the “MCR”). The MCR shall be prepared for all phases of Mandatory Works. The Capital Expenditure for commercial Development shall also be indicated on block cost basis.

Cost estimates shall include all the costs including cost of construction, land acquisition, relocation of structures, R&R, cost of real estate, cost of augmenting infrastructure, cost of creation of infrastructure for Commercial Development, etc. for Mandatory Works and shall include:

a) BOQ  
b) Cost Estimate for the Station Project.  
c) Cost of Real Estate Development.  
d) Cost of creation of Infrastructure on Commercial Development  
e) Total Project Cost

5.11 Technical Feasibility Report
The technical feasibility report (the “Feasibility Report” or “FR”) shall include the revised and updated Master Plan after incorporating observations of Authority, an executive summary of relevant survey/study reports, site plans, drawings of traffic integration, plans at each floor level, sections and elevations, perspective plans, landscape design, street scape plan, land acquisition, structure relocation and R&R, costing, plans for Commercial Development, financial analysis, Environmental & Social impact Assessment, preliminary risk Analysis, sensitive structure study, phasing and construction planning and shall consist of but not be limited to the following:

v. Preliminary Drawings
After receiving the approval of the Authority on the Master Plan, the Consultant shall prepare the preliminary drawings for key foundations, superstructure, underground structure, roof structure, water supply mains, electrical power supply and distribution, communication systems, Passenger Information Systems, sewerage mains, storm water drainage, landscaping etc. in sufficient detail so as to demonstrate the constructability and feasibility of the Master Plan. This shall include but not be limited to site plans, floor plans, ground plan, L-sections, cross sections, elevations, perspective views, street scape plan, conceptual plans for Commercial Development, traffic integration plans and landscape plans including brief design commentary.

Preliminary traffic drawings shall be prepared which shall inter-alia include: geometrical design, plans, intersection/junction design, grade separators and inter changes with ramps. L-sections, cross sections; preliminary design and drawing of structures and
typical detailing, etc. Where relevant, drawings showing the existing features in the development area with the proposed improvements marked thereon shall be prepared. Preliminary drawings for access regulation and traffic circulation shall also be prepared. Designs shall inter-alia include segregation of various types of road traffic in accordance with design of handling/parking facilities.

General Arrangement Drawings (GADs) required for obtaining approvals railways including from Commissioner of Railway Safety (CRS) shall be prepared. Normally the reference for GADs are taken by railways from the station building and track center line. This aspect shall be kept in mind while preparing the GADs, and the GADs shall highlight the issues related to Schedule of Dimensions applicable, and the safety of trains/passengers during execution of work.

3D model views and Walk-through shall be updated, if required. After the preliminary drawings are approved, a physical model shall be prepared and submitted to the Authority. The size and scale of the physical model shall be adequate to illustrate the concepts and shall not be less than [40] sq. ft. in Plan area. If directed by the Authority, the model, can be submitted in two modules keeping the total plan area, one indicating the overall master plan and the other indicating the station portion. The sizes of the two modules shall be decided by the Authority before the models are prepared. Consultant shall modify the physical model matching with modifications carried out during the process of approval, if required.

vi. Utility Drawings and Diversion Plan (GAD Format)
   The consultant shall make an independent report for utility mapping along with all relevant details and validate the same. This will include the set of drawings and also the basic details of trenching, photographs of trench locations depicting utilities, etc. These basic details shall be co-related to develop draft mapping of existing utilities which will be validated through local information and from the utility owning authority. Wherever considered necessary, verification shall be done by validation trenches. These maps then will be taken for the purpose of developing diversion plans whether temporary or permanent diversions.
   The Consultant shall prepare conceptual diversion plans as might be required for carrying out development of the Station as per the Master Plan and Technical feasibility Report.

vii. Road Traffic Diversion Plan
   For the proposed construction in the station area and on the existing approach roads, a conceptual traffic diversion plan shall be prepared by the Consultant showing the minimum lane width to be provided, clear of all obstruction at all times during various stages of construction and introduction of unidirectional traffic flows if required. The Consultant shall recommend temporary road widening, pedestrian ways and crossing in the diversion plan. Traffic diversion schemes for surrounding roads for each phase of the project shall be prepared in consultation with the Traffic Police and concerned road owning department. It shall also include the flow of construction traffic. Integration with the Station for movement of passengers, parcels and services such as catering and linen shall also be planned for each phase of execution.

viii. Construction Methodology
   In order to achieve, the Objective the Consultant shall suggest a construction methodology that is reasonably elaborate and economical laying down construction sequences, temporary structures, diversion plans and construction phasing.

ix. Construction Plan
   The construction plan shall include the methodology for execution, equipment required, site planning with respect to locations for storage, flow of construction traffic, handling of materials, fabrication yards, movement of materials, road traffic diversions, rail traffic diversions/blocks, passenger management, temporary arrangements, temporary parking,
utility diversions and project scheduling. Requirements of land for setting up the construction site office, batching plants, other equipment, labour camp, material storage space etc. shall be planned for different phases. The land not clear due to presence of existing structures, or requiring action on R & R/land acquisition shall be kept in mind while preparing the Construction Plan. During all phases of the construction, safety and convenience of users and other affected persons has to be adequately taken care of. All affected entities shall be consulted and their concerns taken into account while detailing the construction planning so that an agreement is reached. The Consultant shall consult and coordinate with various concerned officials of the Project Team, Traffic police, Municipal Govt., and various utility/services owning departments/ companies while preparing the construction planning, and the Authority shall assist the consultant in obtaining their approval when required.

x. Passenger management plan

It shall include planning for diverted flow of passengers, ticketing and waiting area, essential passenger facilities, amenities and convenience, cleanliness and hygiene, access to platforms, crowd management, parking and passenger safety. It shall also include planning for dealing with parcels, catering and linen movement during each phase of the construction.

xi. Environmental Impact Assessment and Social Impact Assessment

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

xii. Risk Analysis & Risk Mitigation strategies

The Consultant shall provide all the risk factors involved including market risk, business risk, credit risk, operational risk, political risk, social risk, regulatory risk, legal risk etc. and also the analysis of risk factors, their likely impact on the project costs, schedule and the feasibility shall be brought out clearly.

5.11.1 The Consultant shall obtain approval from all concerned local authorities, other Government Departments, Traffic Police, Railways, etc. which are required as per law. The Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Chief Architect who is duly authorised to sign the submissions shall sign and make necessary submissions in this regard. The Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/approval. The Consultant shall interact with Railways through the Authority for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/approval. The Consultant shall make presentations regarding Bids as and when required for obtaining approvals, clearances etc. or as otherwise requested by the project team at the location specified by the Authority.

xiii. Performance Standards

The Consultant shall also submit the performance standards for the passenger amenities/facilities during the operation of the facilities and submit along with the Feasibility report. The above performance standards shall be set with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

5.11.2 Other reports as may be prepared by the Consultant in compliance of this TOR, but not forming part of the Reports specified in clauses above.
In particular, the Feasibility Report shall include but not be limited to the following:

(i) **Drawings**
   a) GAD and floor plans of the Station and surrounding land (Complete Master Plan, and Mandatory Works), suitable for executing the project further on Building Information Management (BIM) framework with 2-D drawings being generated through 3-D models, as prepared from the field survey done by the Consultant (in soft as well as hard copy). Any aerial survey data provided by the Authority can be used after due verification at site and modifying the details if required, based on field survey done by the Consultant.
   b) Typical details of important components such as foundation, cross sections of platforms, column of viaducts, cross sections of station buildings etc.
   c) Landscape plans of traffic circulating areas around the Station showing road circulation, parking, pedestrian walkways, access to subways/elevated passageways, access to Commercial Development etc.
   d) Platform plans showing details of facilities on each platform.
   e) Cross-sections of yard including levels of different tracks and platforms.

(ii) **Investigation reports**
   a) Soil investigation report.
   b) Topographical survey to the extent required
   c) Geo-technical investigation report.
   d) Land Due Diligence and Land Acquisition Report.
   f) Survey report of services and utilities
   g) Traffic survey and integrated traffic plans
   h) Study report of past studies and future development plans
   i) Passenger survey and demand assessment report including Train Passenger profile report with future projections
   j) Report on Development Control Norms
   k) Abstract findings of Environmental and Social impact study

(iii) The consultant shall also set the performance standards for the passenger amenities/facilities during the operation of the facilities and submit along with the Feasibility Report. The above performance standards shall be set with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe effective equipment, machinery, material and methods.
5.12 **Technical schedules**: The Consultant shall prepare Technical Schedules for Tender documents for selection of contractor/ developer for Mandatory Works and Phase I of Commercial Development

5.12.1 The Consultant shall prepare, revise and update all Technical Schedules and Drawings as per the requirements of the tender document in order to convey the information required to the bidders. These schedules shall define Authority’s minimum technical requirements, architectural parameters and controls, which shall be mandatory for the Contractor/Developer. These schedules shall consist of drawings and designs, construction and functional outline criteria and will generally define the site of project including the existing assets and facilities, scope of relocation and development, floor plans showing usage of space, development control norms for the proposed development including approvals already obtained and approvals in process, for Mandatory Works as well as Phase I of Commercial Development, in line with the phasing already decided. The mode of tendering shall be as decided by Authority and the tender for Mandatory Works and Commercial Development can be separate or single composite tender can be called.

5.12.2 **Detailed Specifications and Schedule of Finishes**

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

5.13 **Bid Process Management Report**: The Consultant shall carry out the following, and submit a Bid Process Management Report after completion of the Bidding process for Phase I of Mandatory Works and Phase I of Commercial Development:

5.13.1 The Consultant shall prepare replies to the written queries made by the bidders on the technical aspects of the bid documents. The reason / logic for the replies and any addendum / corrigendum shall also be given to Authority. The Consultant shall take part in the pre-bid conference for award of tender/concession and furnish such technical clarifications as may be called for. This may include modifications in plans based on bidders’ queries and/or suggestions as are considered improvement on the Master Plan already prepared. The technical schedules already prepared may be required to be altered in such cases.

5.13.2 Further, modifications/suggestions to the Master Plan of the Station, if considered necessary by the prospective bidder, may be submitted along with technical Bid. The Consultant shall revise the technical schedules of the concession agreement and feasibility report on the basis of any better alternatives and accepted technical Bids so as to permit short-listed bidder to adopt the design contained in their accepted technical Bid subsequent to award of concession. The Consultant shall resubmit schedules of the concession agreement along with an updated Technical Feasibility Report and Master Plan and requisite addendum / corrigendum along with reason / logic for the same.

5.13.3 The Consultant shall assist Authority in evaluation of the bidders’ technical proposals for the Project, if any sought in the bidding process.

5.14 **Detailed Design and Bill of Quantities**

5.14.1 The Consultant shall prepare Detailed Design and Bill of Quantities based on the detailed design for the Mandatory Works. This shall be done as per detailed scope of services.

5.14.2 The Technical Schedules under clause 5.12 and the final MCR under clause 5.10.3 shall be prepared using the Bill of Quantities so prepared.
5.15 **Good for Construction Drawings for Mandatory Works**

5.15.1 The consultant shall prepare Good for Construction drawings as per detailed scope of services for implementation of all mandatory works. The Consultant shall also provide co-ordinated service drawings. All necessary drawings required for proper construction of Mandatory Works shall be furnished by the Consultant on BIM format approved by Authority. The level of details to be followed for the GFCs shall be LOD 300 and properly dimensioned 2D drawings shall be generated from the design 3D model and the 3D drawings shall also be furnished to the Contractors/Developers to supplement the information provided through 2D drawings.

5.15.2 Consultant shall visit the project site on periodic basis to appraise Authority of issues arising during construction and issue sketches/ revised drawings for faster and effective implementation.

5.15.3 The preparation of Good For Construction drawings shall be initiated by the consultant immediately after submitting the Tender Drawings for calling of tender for selection of contractor/ developer. The first set of GFC drawings shall be submitted well in advance of start of construction works on ground by the contractor/ developer.

6. **Specific Requirements for The Project**

For preparing Schedules of the Development Agreement and other specific requirements, the Consultant shall:

(a) Provide utility wise preliminary plans for shifting of existing utilities and construction of new utilities along or across the Station Project.

(b) Based on the Consultant’s assessment of the time period until which expansion of the Project may not be required, the Consultant shall identify and indicate the list of spaces where expansion need not be provided by the Concessionaire even when passenger volume actually exceeds the specified design service volume (This should include details of any additional land being acquired or proposed to be acquired for improvement of passenger amenities).

(c) Provide a list indicating locations of encroachments on the Project Station along with a brief description thereof.

(d) Specifically bring out the requirements of any special structures like special super structure on the Project Station

(e) Indicate proposed location of parking spaces.

(f) Provide an estimate of the number of trees to be planted as compensatory afforestation.

(C) **Time And Payment Schedule**

6.1 The total duration of this consultancy assignment shall be 104 weeks, excluding any delay in granting approvals including by Authority to the draft reports. Consultant shall deploy all his Key Personnel at the Project office in as per Manning Schedule proposed. Most of the Personnel should be deployed at Project Office and only those Expatriate Personnel and Key Personnel whose full time availability is not required may work from offices away from Project Office as per the Manning Schedule. However, intermittent services will be required beyond 730th day till the completion of construction of all Mandatory works and Completion of Transaction Advisory of Phase-1 of Commercial Development (whichever is later).

Irrespective of the availability, or otherwise of the Personnel beyond the period of 104 weeks / till the end of 150 weeks, it shall be the responsibility of the Consultant to provide these services as per the Agreement. Except as otherwise provided in the Agreement, economy air return fare and per diem at the agreed man day rates shall be reimbursed for additional services required from the Consultant after the completion of construction of all Mandatory
works Completion of Transaction Advisory of Phase-1 of Commercial Development. No reimbursement shall be due in respect of travel time.

6.2 Time schedule for submission of important deliverables, shall be determined by the maximum permissible number of days from the Effective Date of the Agreement (the “Key Days”).

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

<table>
<thead>
<tr>
<th>Key Deliverable No.</th>
<th>Description of deliverables</th>
<th>Days from Date of Commencement of Services (i.e. 15 days from LOA) (In Days)</th>
<th>Payment (% of Agreement Value)</th>
</tr>
</thead>
<tbody>
<tr>
<td>KD1</td>
<td>Inception Report, Quality Assurance Plan and Preliminary land due diligence report.</td>
<td>15</td>
<td>2%</td>
</tr>
<tr>
<td>KD3</td>
<td>Draft Concept Plan, Traffic Planning Report (TPR), Preliminary CAPEX Report, and Final Land Due Diligence Report</td>
<td>90</td>
<td>9%</td>
</tr>
<tr>
<td>KD4</td>
<td>Final Master Plan</td>
<td>120</td>
<td>5%</td>
</tr>
<tr>
<td>KD5</td>
<td>Technical Feasibility Report and Final CAPEX Report</td>
<td>120</td>
<td>10%</td>
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<tr>
<td>KD6</td>
<td>Technical Schedules – For Mandatory Works</td>
<td>150</td>
<td>5%</td>
</tr>
<tr>
<td>KD7</td>
<td>Technical Schedules – For other areas</td>
<td>150</td>
<td>1%</td>
</tr>
<tr>
<td>KD8</td>
<td>Obtaining Environmental Clearance and Social Impact Assessment Report.</td>
<td>180</td>
<td>5%</td>
</tr>
<tr>
<td>KD9</td>
<td>Obtaining of required Clearances – except EIA / and SIA clearances.</td>
<td>180</td>
<td>6%</td>
</tr>
<tr>
<td>KD10</td>
<td>Bid Process Management Report For Mandatory Works</td>
<td>210</td>
<td>4%</td>
</tr>
<tr>
<td>KD11</td>
<td>Bid Process Management Report For other areas</td>
<td>210</td>
<td>2%</td>
</tr>
</tbody>
</table>

**Sub Total** | 55% |
| KD12               | Detailed design and Bill of Quantities | 150 | 15% |
| KD13               | GFC’s for Mandatory Works | 730 or till the completion of construction of Ist Phase of Mandatory Works and Bid Process Management. | 12% |

**Sub Total** | 45% |
**Total** | 100% |
6.3 Monthly meetings
Authority may review the progress of the Consultancy in monthly meetings to be held in Delhi at Authority's office. The Team Leader, Chief Architect and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

(D) Completion Of Services
All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to Authority in soft form apart from the Deliverables indicated in above. The study outputs shall remain the property of Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of Authority. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by Authority and execution of the EPC Agreement / Development agreement, completion of construction of all Mandatory Works and completion of Phase-1 (as defined in this TOR), Authority shall issue a certificate to that effect.
SCHEDULE – 2: Form of Agreement
AGREEMENT

FOR

Appointment Of Technical Consultant For Providing Architectural Planning & Engineering Services For Preparation Of Station Development Plan For Redevelopment Of Railway Stations Along With The Commercial Development Of Land Parcels Adjoining The Railway Stations
AGREEMENT

Appointment Of Technical Consultant For Providing Architectural Planning & Engineering Services For Preparation Of Station Development Plan For Redevelopment Of Railway Stations Along With The Commercial Development Of Land Parcels Adjoining The Railway Stations

AGREEMENT No.__

This AGREEMENT (hereinafter called the “Agreement”) is made on the__ day of the month of __20**, between, on the one hand, the Engineering Projects (India) Limited (EPI) (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ______(hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) Authority vide their Request for Empanelment (RFE) for empanelment of firms in Authority and subsequent Request for Bids for Appointment Of Technical Consultant For Providing Architectural Planning & Engineering Services For Preparation Of Station Development Plan For Redevelopment Of Railway Stations Along With The Commercial Development Of Land Parcels Adjoining The Railway Stations (hereinafter called the “Consultancy”) for Development of Railway Stations (hereinafter called the “Project”) invited Bids to undertake the work of selection of Consultant;

(B) the Consultant submitted its Bids for the aforesaid work, whereby the Consultant represented to Authority that it had the required professional skills, and in the said Bids the Consultant also agreed to provide the Services to Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(C) Authority, on acceptance of the aforesaid Bids of the Consultant, awarded the Consultancy work to the Consultant vide the Letter of Award for the Consultancy dated (the “LOA”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

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

(a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
(b) “Agreement” means this Agreement, together with all the Annexes;

(c) “Agreement Value” shall have the meaning set forth in Clause 6.1 (b)

(d) “Additional Costs” shall have the meaning set forth in Clause 6.1(b);

(e) “Confidential Information” shall have the meaning set forth in Clause 3.3;

(f) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

(g) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;

(h) “Government” means the Government of India;

(i) “INR, Re., or Rs.” means Indian Rupees;

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

(k) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

(l) “Party” means Authority or the Consultant, as the case may be, and Parties means both of them;

(m) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;

(n) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(o) “RFP” means the Request for Proposal document in response to which the Consultant’s Bid for providing Services was accepted;

(p) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and

(q) “Third Party” means any person or entity other than the Authority, the Consultant or a Sub-Consultant.

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

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

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

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

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

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

(b) in the case of Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as Authority may from time to time designate by notice to the Consultant; and

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

1.8 Location

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

1.9 Authority of Member-in-charge

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

1.10 Authorised representatives

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

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

General Manager (MMD- contracts)
Engineering Projects (India) Limited,
Northern Regional Office,
5th Floor, Core 3,
Scope Complex, Lodhi Road, New Delhi 110003,
Tel: +91-11-24361666, Fax: +91-11-24368293
Website: www.epi.gov.in
1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:


Tel:____
Fax:____

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

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

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

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2(c) and 6.1(c) hereof, however, each Party shall give due consideration to any Bids for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to betaken

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

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Consultation

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

2.8 Suspension of Agreement

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

ii. Authority may be written notice of suspension to the Consultant for a specific period because of unforeseen Project Management issues.

2.9 Termination of Agreement

2.9.1 By Authority

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

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinafore, within thirty (30) days of receipt of such notice of suspension or within such further period as Authority
may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

(d) the Consultant submits to Authority a statement which has a material effect on the rights, obligations or interests Authority and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Bids, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty days (60); or

(f) Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

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

(a) Deleted

(b) Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by Authority of the Consultant’s notice specifying such breach;

(c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

(e) Cessation of rights and obligations

(f) Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and
obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right which a Party may have under the Applicable Law.

(g) Cessation of Services

(h) Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

(i) Payment upon Termination

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

(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

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

2.9.2 Disputes about Events of Termination

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

3.1 General

3.1.1 Standards of Performance

(a) The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to Authority, and shall at all times support and safeguard Authority's legitimate interests in any dealings with Sub-Consultant or Third Parties.

(b) Terms of Reference

(c) The scopes of Services to be performed by the Consultant are specified in the Terms of Reference (the "TOR") at Annex-I of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

(d) Applicable Laws

(e) The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

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

3.1.2 Consultant and Affiliates not to be otherwise interested in the Project

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

(a) Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(b) during the term of this Agreement, any business or professional activities in India which would conflict with the activities assigned to them under this Agreement;

(c) after the termination of this Agreement, such other activities as may be specified in the Agreement; or

(d) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

(e) Consultant not to benefit from commissions, discounts, etc.

(f) The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.3 Confidentiality

(a) The Consultant, its Sub-Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, designs software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by Authority to the Consultant, its Sub-Consultant and the Personnel; any information provided by or relating to Authority, its technology, technical processes, business affairs or finances or any information relating to Authority’s employees, directors, officers or other professionals or suppliers, customers, or contractors of Authority, and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”) without the prior written consent of Authority.
(b) Notwithstanding the aforesaid, the Consultant, its Sub-Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

c) (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultant and the Personnel of either of them;

d) was obtained from a third party with no known duty to maintain its confidentiality;

e) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultant and the Personnel of either of them shall give Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

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

3.4 Liability of the Consultant

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

3.4.2 The Consultant shall, subject to limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to Authority’s property, shall not be liable to Authority:
(i) for any indirect or consequential loss or damage; and
(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1 (b) of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in clause 3.4.3 shall not affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or
firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Insurance to be taken out by the Consultant

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

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance.

No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

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

(a) Third Party liability insurance as required under Applicable Laws.

(b) Third Party liability insurance with a minimum coverage of Rs. 5 million for the period of this Agreement

(c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1(b) of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium. The Bidder may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.

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

3.6 Accounting, inspection and auditing

The Consultant shall,

(i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges), and

(ii) Permit Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by Authority.

3.7 Consultant’s actions requiring Authority's prior approval

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

(a) appointing such members of the Key Personnel & Professional Personnel as are not listed in Annex–2.

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement;

(c) any other action that may be specified in this Agreement.

3.8 Reporting obligations

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

3.9 Documents prepared by the Consultant to be property of Authority

3.9.1 All plans, drawings, specifications and calculations, designs, reports, business plan model and other documents prepared by the Consultant in performing the Services shall become and remain the property of Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of Authority.

3.10 Equipment and materials furnished by Authority

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

3.11 Providing access to Project Office and Personnel

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

3.12 Accuracy of Documents

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

4 CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

(a) The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant’s Personnel should be in conformity with the requirements of RFE & RFP, are described in Annex-2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 of this Agreement.
Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1 (b) of this Agreement. Any other adjustments shall only be made with the written approval of Authority.

If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1(b).

4.3 Approval of Personnel

4.3.1 The Key Personnel & Professional Personnel listed in Annex-2 of the Agreement are hereby approved by Authority. No other Key Personnel & Professional Personnel shall be engaged without prior approval of Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Key Personnel and /or Professional Personnel, it shall submit to Authority a CV of such person in the form provided at Appendix-I (Form-14) of the RFP. Authority may approve or reject such request within 10 (ten) days of receipt thereof. In case the request is rejected, the Consultant may propose an alternative person for Authority’s consideration. In the event Authority does not reject a request within twenty one (21) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by Authority.

4.4 Substitution of Key Personnel

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

4.5 Working hours, overtime, leave, etc.
The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant’s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of Authority and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as Chief Urban Design Expert shall serve as the Team Leader of the Consultant’s Personnel. In addition, the Consultant shall designate a suitable person as Project Manager who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultant

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

5. OBLIGATIONS OF Authority

5.1 Assistance in clearances etc.

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

(a) the Consultant, its Sub-Consultant and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultant or Personnel to perform the Services;

(b) facilitate prompt clearance through customs of any property required for the Services; and

(c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to land and property

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

5.3 Change in Applicable Law

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

5.4 Payment

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

6. PAYMENT TO the CONSULTANT

6.1 Cost estimates and Agreement Value

a) The payment to the consultant shall be as per time & payment schedule given in RFP

b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”). The Parties agree that fee payable to them is …..% of the approved project cost.

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

6.2 Currency of payment

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

6.3 Mode of billing and payment

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

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

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

(i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of Authority the work pertaining to the preceding stage.

(ii) Authority shall pay to the Consultant, only the undisputed amount.

(c) Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by Authority of duly completed bills with necessary particulars (the “Due Date”).

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by Authority. The Services shall be deemed completed and finally accepted by Authority and the final report and final statement shall be deemed approved by Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by Authority unless Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by Authority for reimbursement must be made within 1 (one) year after receipt by Authority of a final report and a final statement in accordance with this Clause 6.3(d).

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

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

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1
above, furnish a Bank Guarantee substantially in the form specified at Annex-4 of this Agreement.

7.2 Liquidated Damages

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

7.2.2 Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

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

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

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

8. FAIRNESS AND GOODFAITH

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

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

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

9.3 Conciliation

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

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

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

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
Consultant: EPI

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

In the presence of:
Annex -1

Terms of Reference

Reproduce Schedule-1 of RFP
Annex-2

Cost of Services
(Refer Clause 6.1)

Reproduce as per Form-1 of Appendix-II
Annex-3

Payment Schedule
(Refer Clause 6.2)
Annex-4

Bank Guarantee for Performance Security
(Refer Clause 7.1.2)

To
The Chairman & Managing Director,
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road,
New Delhi—110 003.

Dear Sir,

In consideration of the Chairman & Managing Director, Engineering Projects (India) Limited, (A Govt. of India Enterprise), Core-3, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110 003 (hereinafter called ‘EPI’ which expression shall include its successors and assigns) having awarded to ……………… (hereinafter referred to as ‘the Supplier/ Contractor/ Sub-Contractor’ which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract/Contract / Sub-Contract No. ………………dated…and the General Conditions of Contract/ General Purchase Conditions of EPI and upon the condition of the Supplier’s/ Contractor’s/ Sub-Contractor’s furnishing security for the performance of the Supplier’s/ Contractor’s/ Sub-Contractor’s obligations and/or discharge of the Supplier’s/ Contractor’s/ Sub-Contractor’s liability under and/or in connection with the said Supply Contract/ Contract/ Sub-Contract up to a sum of Rs…………(Rupees………………………. only) amount to………..per cent of the total Supply Contract/ Contract/ Sub-Contract Value.

1) We…………………………………………………………………………………………. (hereinafter called ‘the Bank’ which expression shall include its successors and assigns) hereby jointly and severally undertake the guarantee to payment to EPI in rupees forthwith on demand in writing and without protest or demur or any and all monies anywise payable by the Supplier/ Contractor/ Sub-Contractor to EPI under in respect of or in connection with the said Supply Contract/ Contract/ Sub-Contract inclusive of all EPI’s losses and damages and costs, charges and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the EPI to the Bank with reference to this guarantee up to and aggregate limit of Rs………………(Rupees…………………………………………………..only).

1. We………………... Bank further agree that EPI shall be sole judge of and as to whether the said Supplier/ Contractor/ Sub-Contractor has committed any breach or breaches of any of the terms and conditions of the said Supply Contract/ Contract/ Sub-Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by EPI on account thereof and the decision of EPI that the said Supplier/ Contractor/ Sub-Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by EPI from time to time shall be final and binding on us.
2. EPI shall be at liberty without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/ Contractor's/ Sub-Contractor's obligations and/or liabilities under or in connection with the said Supply Contract/ Contract/ Sub-Contract and to vary the forms vis-à-vis the Supplier/ Contractor/ Sub-Contractor of the said Supply Contract/ Contract/ Sub-Contract or to grant time and/or indulgence to the Supplier/ Contractor/ Sub-Contractor or to reduce or to increase or otherwise vary the prices of the total Supply Contract/ Contract/ Sub-Contract Value or to release or to forbear from enforcement of all or any of the security and/or any other security(ies) now or hereafter held by the EPI and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Supplier/ Contractor/ Sub-Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to EPI hereunder or prejudice rights of EPI against the bank.

3. The guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Supplier/ Contractor/ Sub-Contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys made to EPI in terms thereof.

4. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee/undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier/ Contractor/ Sub-Contractor (whether or not pending before any arbitrator, Tribunal or Court) of any denial or liability by the Supplier/ Contractor/ Sub-Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the EPI in terms hereof.

5. The amount stated in any notice of demand addressed by EPI to Bank as liable to be paid to EPI by the Supplier/ Contractor/ Sub-Contractor or as suffered or incurred by the EPI on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to EPI or suffered or incurred by EPI as the case may be and shall be payable by the Bank to EPI in terms hereof.

6. This guarantee/undertaking shall be a continuing guarantee/undertaking and shall remain valid and irrevocable for all claims of EPI and liabilities of the Supplier/ Contractor/ Sub-Contractor arising up to and until midnight of………………

7. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever that EPI may now or any time anywise may have in relation to the Supplier's/ Contractor's/ Sub-Contractor's obligations of liabilities under and/or in connection with the said Supply Contract/ Contract/ Sub-Contract, and EPI shall have full authority to take recourse to or enforce this security in preference to any other guarantee of security which EPI may have or obtain and here shall be no forbearance on the part of EPI in enforcing or requiring enforcement of any other security and shall not have the effect of releasing the Bank from its full liability hereunder.

8. It shall not be necessary for EPI to proceed against the said Supplier/ Contractor/ Sub-Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the EPI may have obtained or obtain from the Supplier/ Contractor/ Sub-Contractor, shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.
9. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of EPI in writing and agree that any change in the constitution of the said Supplier/ Contractor/ Sub-Contractor or the sand bank shall not discharge our liability hereunder.

10. We ............the said Bank further undertake that we shall pay forthwith the amount stated in the notice of demand without demur and protest notwithstanding any dispute/difference pending between the parties before the arbitrator Tribunal or Court and/or any dispute is being referred to arbitrator.

11. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs.................... (Rupees........................................) and this guarantee shall remain in force till............... unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated…………………………………… day of……………………………………….200

For and on behalf of Bank

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
APPENDICES
APPENDIX-I
(See Clause 2.1.3 of Instruction To Bidder)

Technical Bid
Form-1
Letter Comprising the Bid
(On Bidder’s / Lead Member letter head)

(Date and Reference)

To
The Chairman & Managing Director,
Engineering Projects (India) Ltd.,
(A Govt. of India Enterprise),
Core-3, Scope Complex,
7, Institutional Area,
Lodhi Road,
New Delhi—110 003.

Sub: Appointment Of Technical Consultant For Providing Architectural Planning & Engineering Services For Preparation Of Station Development Plan For Redevelopment Of Railway Stations Along With The Commercial Development Of Land Parcels Adjoining The Railway Stations

Dear Sir,

1. With reference to your RFE Document for empanelment of firms in Authority and RFP Document dated ****, I/We, having examined all relevant documents and understood their contents, hereby submit our Bid for selection as Technical Consultant for Preparation of Station Development Plan for development of subject project. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Technical Consultant for the aforesaid Project.

4. I/We shall make available to Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/We acknowledge the right of Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7. I/We declare that:
   (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by Authority;
   (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or
restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or Request for Proposal issued by or any agreement entered into with MoR or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.

9. I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority[and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

14. The Bid Security, as applicable, of Rs. __________ (Rupees ____________________) has been submitted in accordance with the RFP document.¹

OR if MSE as per Clause 2.17.1 ;

I/We am/are a Micro and Small registered from ............(body approved by Ministry of MSME) with Registration No. ...........and terminal validity upto ......for similar service contracts.²

15. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened.

16. I/We agree to keep this offer valid for 90 (ninety) days from the Bid Due Date specified in RFP.

17. A Power of attorney in favour of the authorised signatory to sign and submit this Bid and documents, if applicable, is also attached herewith in Form 2.

18. In the event of my/our being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the form at Schedule – 2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19. I/We have studied RFP and all other documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Agreement, we

¹ Please refer to Clause 2.17.1 for relaxation with respect to submission of Bid Security

² Please write and submit as Applicable
shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. The Financial Bid is being submitted as per RFP document. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.

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

22. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Consultant in accordance with the Agreement and abide by all the qualification conditions and terms of engagement including conditions of empanelment under RFE and this RFP.}

Yours faithfully,

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Bidder / Lead Member)
Checklist for List of Documents to be submitted physically in original hard copy also

<table>
<thead>
<tr>
<th>SN</th>
<th>Documents</th>
<th>Enclosures in original copy</th>
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<tbody>
<tr>
<td>1.</td>
<td>Form 1 Letter Comprising the Bid</td>
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<td>2.</td>
<td>Form-2 - Power of Attorney</td>
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<td>3.</td>
<td>Form-3 – Bid Security</td>
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</tbody>
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Note:

a) If there is a change in Authorised Signatory with respect to Application submitted during Request for Empanelment (RFE) at empanelment stage, Bidder is required to submit Power Of Attorney (POA) as per the prescribed format along with supporting extract of Board Resolution / Applicable charter documents.

b) For Bidders who have the same Authorized signatory as was present during the empanelment stage, such submission of Power of Attorney is not required.

c) In case of submission of Bid security, please refer to Clause 2.17.1 for relaxation on payment of Bid Security.
APPENDIX-I
Form-2
(Refer Clause 2.2.5 & 2.13)
Power of Attorney

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, we, ............................................... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms. .................................. son/daughter/wife and presently residing at ..........................................., who is presently employed with us and holding the position of ......................... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and Appointment as Technical Consultant For Providing Architectural Planning & Engineering Services For Preparation Of Station Development Plan For Redevelopment Of Thakurli Railway Station Along With The Commercial Development Of Land Parcels Adjoining The Thakurli Railway Station, proposed to be developed by IRSDC (the “Authority”) including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to Authority, representing us in all matters before Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with Authority.

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

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

For ........................................

(Signature, name, designation and address)

Witnesses:
1.  
2.  
Notarised

.................................

Accepted

........................................

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

Notes:

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

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3If there is a change in Authorised Signatory with respect to Application submitted during Request for Empanelment (RFE) at empanelment stage, Bidder is required to submit Power Of Attorney (POA) as per the prescribed format along with supporting extract of Board Resolution / Applicable charter documents,
Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX-I  
Form-3  
Details of Bid Security

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

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<tr>
<th>SN</th>
<th>Particulars</th>
<th>Details</th>
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<tr>
<td>1.</td>
<td>Name of the Bidder</td>
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<td>2.</td>
<td>Name of Bank</td>
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</tr>
<tr>
<td>3.</td>
<td>Details of Account No.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Name of Account Holder</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Amount of Bid Security (in INR)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>NEFT / RTGS Details</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Demand Draft No. (If applicable)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Enclosures if any</td>
<td></td>
</tr>
</tbody>
</table>

Please refer to Clause 2.17.1. Please mention Not Applicable if provided exemption under Clause 2.17.1
## Appendix – I
### Form 4

**Particulars of Professional Personnel**

<table>
<thead>
<tr>
<th>S no.</th>
<th>Designation of other Professional Personnel</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience (in years)</th>
<th>Present Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Structural Engineer/Construction Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Transport Planning Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Environmental Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix – I
Form 5

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:
6. Employment Record:
   (Starting with present position, list in reverse order, every employment held.)
7. List of projects on which the Personnel has worked

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Description of responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

(Signature and name of the Professional Personnel)

Place ____________________

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

Notes:
1. Use separate form for each Key Personnel
   Each page of the CV shall be recently signed and dated in blue ink by the respective Personnel/signed fax copy/electronically signed and countersigned by the authorized representative of the Bidder. Photocopy or unsigned / not countersigned CVs shall not be considered for evaluation.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>Name</th>
<th>Man-Days (MD)</th>
<th>Week Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>At Project Site</td>
<td>Away from Project Site (specify)</td>
</tr>
<tr>
<td>1.</td>
<td>Team Leader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Chief Architect</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>Station Planning Expert</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Structure / Construction Expert</td>
<td></td>
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<tr>
<td>5.</td>
<td>Transport Planning</td>
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<tr>
<td>6.</td>
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<td>7.</td>
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<tr>
<td></td>
<td>Total Mandays</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
## Appendix – I
### Form 7
### Work Program

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Deliverables as per Clause 6 of TOR</th>
<th>Name of Responsible Key Personnel</th>
<th>Week No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>1  2  3  4  5  6  7  8  9 10 12 13 14 15 16 17 18 19 20 &amp; So on</td>
</tr>
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<td>1</td>
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<td>9</td>
<td></td>
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</tr>
<tr>
<td>Item of Work/Activity</td>
<td>To be carried out/ prepared by</td>
<td>Name</td>
<td>Designation</td>
</tr>
<tr>
<td>-----------------------</td>
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</tbody>
</table>

Appendix – I
Form 8
Survey and Field Investigations
Appendix – I  
Form 9  
Proposal for Sub-Consultant  
(To be submitted by Selected Bidder only after the bidding process)

<table>
<thead>
<tr>
<th>Proposal for Sub-Consultant</th>
<th>1. Details of the Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s Name, Address and Telephone</td>
<td></td>
</tr>
<tr>
<td>Name and Telephone No. of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>Fields of Expertise</td>
<td></td>
</tr>
<tr>
<td>No. of Years in the Business in the above Fields</td>
<td></td>
</tr>
</tbody>
</table>

2. Services that are proposed to be sub contracted:

Person who will lead the Sub consultancy Name:
Designation: Telephone No: Fax No:
Email:

4. Details of Firm’s previous experience

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Name, address and telephone no. of Client</th>
<th>Total Value of Services Performed</th>
<th>Duration of Services</th>
<th>Date of Completion of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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</table>

(Signature and name of the authorised signatory)

Note:
1. The Bid for Sub-Consultant(s) shall be accompanied by the details specified in Forms 5 and 6 of Appendix–I.
2. Use separate form for each Sub-Consultant
SCOPE OF WORK OF FINANCIAL ADVISOR / REAL ESTATE TRANSACTION ADVISOR   
FOR PROVIDING CONSULTANCY FOR FINANCIAL FEASIBILITY AND FINANCIAL  
MODELING FOR DEVELOPMENT/REDEVELOPMENT OF RAILWAY STATIONS

OBJECTIVE

EPIL has been entrusted by IRSDC for the work of Project Management Consultancy (PMC) to Indian Railway Stations Development Corporation Ltd. (IRSDC) for Redevelopment of following Railway Stations. EPI will act as executing agency for IRSDC for the above work.

1. Adarshnagar, Delhi
2. Secundrabad
3. Udaipur City
4. Hyderabad
5. Wardha
6. Coimbatore Jn.
7. Jallandhar Cantt.
8. Tiruvananthapuram Central
9. Ludhiana

The objective of this consultancy is to prepare a financial feasibility report including financial model, and its terms and conditions etc. for the railway station/s and adjoining railway land which ensures the maximum leveraging of the revenue potential, other than train operation, at the station/s.

1. SCOPE OF SERVICES

The Consultant shall undertake this consultancy in order to achieve the objective specified above. The detailed scope of services specified below is based on IRSDC’s understanding of the scope of service. However, it should be noted that the scope of work specified below is not exhaustive. The Consultant shall be required to carry out any additional works, if any, to meet the objectives stated above. Consultant shall note while submitting the bid that there will be no other consultant other than mentioned above to meet objective, therefore, no change in the quoted price shall be admissible at later stage.

1.1 To develop a complete Financial Feasibility Report including Financial Model, its terms and conditions and recommend the product mix for the development.

The consultant shall provide feasibility reports as per the land plans made available by IRSDC. Study for redevelopment, relocation and rehabilitation of the railway offices and railway residential quarters if any. Also, FAR applicable to the railway land to be considered while calculating the land valuation reports.
1.2 Consultant shall also highlight if phasing of construction or phasing of bidding at site is required, considering the various development in vicinity of on our proposed station development programme. The available land/airspace rights being utilized for the purposes of the financial feasibility and/or station development/redevelopment shall comprise the site ("Site").

1.3 Consultant should ascertain the circle rate of the land for various uses in the area, market rate as per earlier transactions and as per Consultant's survey. Kind of transactions prevailing in the area i.e whether lease hold or freehold. In case of lease hold, prevailing lease period, kind of leases given by the authorities along with lease rates for such uses.

1.4 Forecasting the revenue stream from various development components like real estate, leasing/licensing of spaces in the passenger areas for passenger facilities, advertisement etc.

1.5 **Lease Period**: - The period of lease (for suggested development options) that is most optimum for revenue generation and in the best interest of IRSDC (Railways) with reasons may be provided within the permissible limit of 99 years based on guidelines to be provided by IRSDC. Interfacing with the Technical consultant so as to finalize the scope, cost, revenue, maintenance implications and making iterations based on the financial model to firm the various parameters.

1.6 Preparing Financial Model, determining Lease Period, analyzing and suggesting Project Model and determining reserve/guidance price.

1.7 **Financial analysis**

The consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model for both Facility Component as well as Commercial Component at the station.

Financial Model for Lease Premium: - The Consultant shall develop a financial model for the project for finding out the reasonable lease premium (or percentage share of revenue) that a developer can afford to pay ensuring minimum post tax Project IRR of 18% and Equity IRR of 22.5% or other fixed by IRSDC. The Consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. Financial model shall be prepared in MS-Excel program and a simplified summary sheet of the entire financial analysis should be prepared showing key data rows as: Year, Construction Cost, Cost of Redevelopment for railway, Interest During Construction, Land Premium, Project Cost Equity, Debt, Capital Expenditure, Debt Due, Total Revenues, Total O&M Expenditure, Project Cash Flows, Pre Tax Project IRR, Interest Payment, Depreciation for Corporate Tax, Corporate Tax, Project Cash Flow After Tax, Project IRR After Tax, Debt Repayment, Equity Cash Flows,
and Equity IRR in that order. The consultant shall also carry out sensitivity analysis for target IRR, project cost and revenue.

The analysis shall include those elements of the project that are independent of commercial development, i.e., cost of station development/redevelopment (the “Mandatory Capex Report”)

The Consultant shall also include the cost of rehabilitation of existing facilities/structures, if any, as provided by the Technical Consultant appointed by IRSDC, as part of the calculation of capital costs for the project. Any enhancement in the revenue potential arising from such rehabilitation shall be included for the purpose of financial analysis.

Additionally, the expenditure on Operation & Management and Revenue realization from station(s) (based on trends on similar railway stations) shall be included in the analysis along with the recommendations on revenue proportion that may be shared with the IRSDC/Railways.

Reserve/Guidance Price: - Based on the past & present market rates and circle rates of land duly taking suitable factors for discounting for lease deal, size and location of land, and the lease premium computed from the financial analysis, the Consultant shall carry out a comparative analysis to verify the suitability or correctness of each of them and suggest the reserve/guidance price to be adopted by EPI/IRSDC for bidding. Depending on the project model to be followed, the reserve/guidance price may be either in terms of total lease premium payable in installments or a percentage share of revenue to be offered to IRSDC. In case of payment of lease premium in installments or for revenue share project models, the Consultant shall use the present value of guaranteed payment to IRSDC at a discount rate of 15% for comparison purposes with the market rate and the circle rate.

The Consultant shall also:

(a) Undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors; and

Consultant shall interact with the Technical consultant and finalise the cost estimate and financial model and scale of development.

IRSDC shall also engage a Transaction Advisor and the Consultant shall interact with the Transaction Advisor during the tender finalization stage/s.

1.8 Development/Redevelopment and Operation and Maintenance of the Passenger Area

The Consultant shall make an assessment of development/redevelopment requirements and operation and maintenance expenses on Passenger Area of the project. The Consultant shall also identify and assess the revenue streams from the passenger area.

Consultant should suggest to IRSDC about the possible revenue expenditure at time of developing/redeveloping stage of station area, on Operation and maintenance part.
1.9 Development and Operation and Maintenance of the Real Estate Component (Commercial Development)

Commercial development at the Station and surrounding railway land is essential for financing the Project costs. Hence, the Consultant shall identify adequate commercial potential in the station building, in the air space above track, in circulating areas and on the surrounding land. The consultant shall also analyze various developments in the vicinity and their impact on the proposed development on the station site by IRSDC. All technical details related to permissibility of the proposed development including permitted land use and FSI at the site, etc. shall be provided by EPI / IRSDC.

The Real Estate study shall include but not limited to

➢ To carry out market survey and make demand assessment to determine the various possible real estate products (Product Mix and Phasing of the development including development periods) that can be developed at site from the potential of high revenue yield to IRSDC. This shall be based on primary and secondary market survey and real estate trends of micro market.

➢ To ascertain the circle rate of the land for various uses in the area, market rate as per earlier transactions and as per Consultant’s survey.

The consultant shall suggest the most suitable models for the proposed development/redevelopment of Commercial Component for each of the stations as mentioned in the objective.

The model finally approved by IRSDC for Commercial Component shall form the basis for development of Bid documents for each station

1.10 Risk Assessment of the Project

The consultant shall conduct a risk analysis of the development of Facility and Commercial Component to determine, assess, allocate and manage risks (such as, but not limited to project, commercial, financial, political, economic, force majeure and legal risks) during all project stages.

2 DELIVERABLES

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Six (6) hard copies and four (4) soft copies in hard media of all the Reports shall be submitted to EPI.

2.1 Inception Report and Quality Assurance Plan:

(one for the entire Consultancy)

On commencement of the Consultancy, the Consultant shall submit an Inception Report (the “Inception Report”). The Inception Report shall be further elaboration of the Consultant’s submissions towards understanding of the RFP to meet out the “objective” of consultancy, the methodology to be followed, the Work Plan and schedule for submission of sub activities in detail. This submission will be for reference purposes only to clearly map out the method and manner in which the Consultant plans to approach the assignment in the given time frame of the assignment. Inception reports shall clearly indicate the structure of deliverables for reports,
index, key-items for various chapters/volumes. Consultant shall seek approval for structure of
deliverable from EPI / IRSDC. The consultant may note that they shall interact frequently with
EPI / IRSDC while preparing the various reports and make power point presentation intermittent
to EPI / IRSDC before finalizing the report. Each of these reports at draft stage shall be
reviewed by EPI / IRSDC and discussed in formal meetings at EPI / IRSDC office with the Key
Personnel of the consultant and observations shall be forwarded to the consultant subsequently.
The consultant shall be required to comply with these observations and revise/modify the
reports as may be required from time to time to the satisfaction of EPI / IRSDC. If required, the
consultant shall have to submit supplementary reports to clarify or modify some parts of the
earlier submitted report.

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

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

2.2 Financial Feasibility Report and Financial Modeling:

(one for each of the station at preliminary stage as well as final stage)

The Consultant shall submit a detailed Financial Modeling plan in the form of Report (the
“Financial Feasibility and Financial Modeling Report”). The report shall discuss in detail the
various options and contracting strategies possible specific to each project including phasing of
the project. Report shall clearly recommend the best suited contracting strategy for adoption to
meet the “Objective” of the project. Which shall be correlated with the financial appraisal of the
project.

Financial Modeling shall discuss the implementation of project under various heads i.e.:

(i) Site Appraisal and Rehabilitation/Redevelopment Plan.

(ii) Station development.

(iii) Real Estate development on the land/airspace at station and / or adjoining land parcel/s.

The Preliminary report shall be based on data provided by EPIL/ IRSDC, data available in
public domain, Consultant’s research on current market scenario in the surrounding
areas and Site constraints. The Final Report shall be based on data provided by the EPI /
IRSDC (including iterations based on feedback given by the Consultant and/or phasing
etc.) and the plot/s specific factors and feedback from potential developers/local
bodies/other stakeholders.
2.3 Financial Appraisal Report:

(one for each of the station at Preliminary stage and at Final stage)

The Financial Appraisal shall include Passenger growth and demand assessment (this data shall be submitted within 30 days of award of work to facilitate the Technical consultant), Assessment of Real Estate potential and revenue generation, Possible product mix, Financial Analysis, Sensitivity analysis, Selection of Development Model, Risk Assessment of the project and Project Implementation Schedule etc. The Consultant shall also submit the financial model prepared for the stations in the Financial Appraisal Report in the format to be agreed by EPI / IRSDC. The consultant should bring out various assumptions for revenue, cost and other, including basis thereof, used by it in Financial Modeling.

Consultant shall suggest the reserve price to be adopted by EPI / IRSDC for bidding. Depending on the project model to be followed, the reserve price may be either in terms of total lease premium payable in installments or a percentage share of revenue to be offered to EPI / IRSDC. In revenue sharing model or premium payment on annual terms, consultant shall suggest guaranteed return payment to EPI / IRSDC. These Financial Appraisal Report shall address all the issues appearing in the Business Plan and Contracting Strategy report (to be made available by EPI / IRSDC). Financial Appraisal Report shall contain the chapter on Tax and Insurance matter a separate chapter for each strategy of implementation. The financial report shall contain a separate chapter on land valuation, circle rate etc.

2.4 Preparation and presentation of Reports

In pursuance of this TOR, the Consultant shall prepare and deliver the Consultancy Report/s in draft as well as final stage.

The Consultant shall make power point presentation to EPI / IRSDC of the draft report in which Key Personnel should be present. The reports shall be reviewed by EPI / IRSDC and discussed in formal meetings at EPI / IRSDC office with the Key Personnel of the Consultant and observations shall be forwarded to the Consultant subsequently. The Consultant shall comply with these observations and revise/modify the reports as may be required to the satisfaction of EPI / IRSDC. If required, the Consultant may submit supplementary reports to clarify or modify some parts of the earlier submitted report.

**Deliverables Schedule shall be separate for each station on individual basis as desired by IRSDC/EPI:**

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Item (Refer Clause 2.0 of TOR)</th>
<th>Deliverable for each station</th>
<th>Time Frame (Where D-Date of go-ahead given by EPI / IRSDC for a particular station)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preliminary stage financial study for the financial feasibility and financial</td>
<td>Detailed Preliminary and financial report</td>
<td>D+15 days</td>
</tr>
<tr>
<td>Modeling of the project</td>
<td>Draft final stage detailed financial study for the financial feasibility and financial modeling of the project based on master plan (to be made available by IRSDC). The study shall be fine tuned and final reports shall be submitted as per the changes required/done by technical consultant as per the response and feedback received from project stakeholders and/or other reasons.</td>
<td>Draft final detailed financial report</td>
<td>M + 30 days (where M is the date of handing over of master plan for that particular station of the consultant and expected to be completed within D + 45 days)</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Final financial feasibility and financial model report to be incorporated as per the finalized master plan/phasing of the project and to be incorporated in the bidding documents</td>
<td>Final detailed financial report</td>
<td>Final detailed financial report</td>
<td>M + 90 days</td>
</tr>
<tr>
<td>Assisting IRSDC in obtaining approval for the financial model and/ or reserve/guidance price</td>
<td>Approval of financial model/reserve/guidance price by competent authority</td>
<td>Approval of financial model/reserve/guidance price by competent authority</td>
<td>M + 120 days</td>
</tr>
</tbody>
</table>

NOTE: Monthly meetings: EPI / IRSDC may review the progress of the Consultancy in monthly meetings to be held in Delhi at IRSDC’s office. The Team Leader and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

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

4. Site visit and verification of information

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

The Consultancy Team shall consist of the Key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below. The conditions related to availability/deployment of the Key Personnel shall apply in RFP and as defined hereunder :

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience before BDD</th>
<th>Type of Experience/Eligible Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Expert</td>
<td>MBA (Finance) /CA /CMA from ICAI or equivalent.</td>
<td>10 years</td>
<td>He should have worked as Financial Expert for minimum three consultancy assignment in the field of real estate (Feasibility/Valuation) involving development of residential or commercial complex with at least 2,50,000 sqm Built Up Area OR at least Rs 300 Crore commercial potential. He should be on the rolls of the Applicant.</td>
</tr>
<tr>
<td>Real Estate Expert</td>
<td>MBA or equivalent in Marketing/Finance</td>
<td>7 years</td>
<td>He should have worked as Marketing Expert on minimum three consultancy in the field of real estate (Feasibility/Valuation) involving development of residential or commercial complex with at least 2,50,000 sqm Built Up Area OR at least Rs 300 Crore commercial potential. He should be on the rolls of the Applicant.</td>
</tr>
</tbody>
</table>
The **Key Personnel** of the Consultancy Team shall discharge their respective responsibilities as specified below:

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| **Financial Expert (Team Leader)** | He will lead, co-ordinate and supervise the multi-disciplinary team for understanding the potential revenue generation possible from land available at a railway station. Prepare a detailed report of real estate study and valuation of land including Discount Cash Flow approach and recommend for reserve/guidance price. Also, to assist IRSDC in obtaining approval and reserve / guidance price from the RLDA and Railway (JSC) before opening a Bid for development/ redevelopment of station/s.  
**He shall devote atleast 8-10 days per station.** |
| **Real Estate Expert**      | He will assist Financial expert in preparation of Station/Project specific Project Information Memorandum, ascertain the market potential for finalizing the Product Mix of the development including assisting Team Leader in forecasting Project revenues and identification of potential bidders and realizable value from the Projects.  
**He shall devote atleast 8-10 days per station.** |
5.1 Other Support Personnel:

The Key Personnel of the Consultancy Team shall be assisted by the following support personnel (the “Support Personnel”) who shall discharge their respective responsibilities as specified below:

<table>
<thead>
<tr>
<th>Support Personnel</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience before BDD</th>
<th>Type of Experience/Eligible Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate Expert (4 Nos.)</td>
<td>MBA or equivalent in Marketing/Finance</td>
<td>3 years</td>
<td>He should have worked as Marketing Expert on minimum three consultancy in the field of real estate (Feasibility/Valuation) involving development of residential or commercial complex with at least 2,50,000 sqm Built Up Area OR atleast Rs 300 Crore commercial potential. He should be on the rolls of the Applicant.</td>
</tr>
</tbody>
</table>

The **Support Personnel** of the Consultancy Team shall discharge their respective responsibilities as specified below:

<table>
<thead>
<tr>
<th>Support Personnel</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate Expert (4 Nos.)</td>
<td>He shall assist the Team Leader and Real Estate expert in undertaking the real estate study and preparation of financial feasibility report/s.</td>
</tr>
</tbody>
</table>
### TIME AND SCHEDULE OF PAYMENT FOR EACH PROJECT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Key Deliverable (KD)</th>
<th>Stage of Payment</th>
<th>Payment Amount</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>KD 1 Preliminary Financial Feasibility and Financial model report</td>
<td>15%</td>
<td>IRSDC will decide to proceed further for KD 2 onwards deliverables after getting preliminary report from consultant</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>KD 2 Draft Financial Feasibility and Financial model report after incorporating the changes required as per feasibility master plan to be supplied by IRSDC</td>
<td>30%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>3.</td>
<td>KD 3</td>
<td>Feasibility and Financial model report to be incorporated as per the finalized master plan/phasing of the Project and to be incorporated in the Bidding Documents</td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>KD 4</td>
<td>Approval of Financial model/reserve price by</td>
<td>25%</td>
<td></td>
</tr>
</tbody>
</table>
(Date and Reference)
To,

____________

Sub: Appointment of Technical Consultant for Providing Architectural Planning & Engineering Services for Preparation of Station Development Plan for Redevelopment Of Railway Stations Along With The Commercial Development Of Land Parcels Adjoining The Railway Stations

Dear Sir,

With reference to above, ____________, pleased to submit our most competitive offer for the subject project as under:

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Percentage Agency Charges of Approved Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical consultant for providing architectural planning &amp; engineering services for preparation of station development plan for redevelopment of one or more following railway stations along with the commercial development of land parcels adjoining the railway stations:</td>
<td></td>
</tr>
<tr>
<td>1. Adarshnagar, Delhi</td>
<td></td>
</tr>
<tr>
<td>2. Secundrabad</td>
<td></td>
</tr>
<tr>
<td>3. Udaipur City</td>
<td></td>
</tr>
<tr>
<td>4. Hyderabad</td>
<td></td>
</tr>
<tr>
<td>5. Wardha</td>
<td></td>
</tr>
<tr>
<td>6. Coimbatore Jn.</td>
<td></td>
</tr>
<tr>
<td>7. JallandharCantt.</td>
<td></td>
</tr>
<tr>
<td>8. Tiruvananthapuram Central</td>
<td></td>
</tr>
<tr>
<td>9. Ludhiana</td>
<td></td>
</tr>
</tbody>
</table>

The above fees is inclusive of all taxes, duties & GST.
Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be filled strictly as per the forms given in RFP.
Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Engineering Projects (India) Ltd. has decided to use the portal https://www.tcil-india-electronic-tender.com through TCIL, a Government of India Undertaking. This portal is based on the world’s most ‘secure’ and ‘user friendly’ software from Electronic Tender®. A portal built using Electronic Tender’s software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

- Single Stage Two Envelope

Broad Outline of Activities from Bidder’s Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to an MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   – Query to Engineering Projects (India) Ltd. (Optional)
8. View response to queries posted by Engineering Projects (India) Ltd.
9. Bid-Submission on ETS
10. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant Bid-Part (PQ Application)
11. Post-TOE Clarification on ETS (Optional)
   – Respond to Engineering Projects (India) Ltd. Post-TOE queries
12. Attend Public Online Tender Opening Event (TOE) on ETS
   – Opening of relevant part (Financial-Part)
   (Only for PQ Responsive Bidders)
For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

**Registration**

To use the Electronic Tender® portal https://www.tcil-india-electronic-tender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

**Any Instructions for Online/ Offline Payment of Registration Fee??**

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

**Important Note:** To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Center’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

<table>
<thead>
<tr>
<th>TCIL/ ETS Helpdesk</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephone/ Mobile</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>E-mail ID</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Technical-Part
  - Financial-Part

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name: GM (MMD Contracts)
Address: Engineering Projects (India) Ltd.
Core 3, scope complex, 7 Lodhi Road
New Delhi 110003

The envelope shall bear (the project name), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. Original copy of the Tender Fee of Rs 47,200/- (Rupees Forty Seven Thousand Two Hundred only) including GST @ 18% in form of DD.
2. earnest Money Deposit (EMD) of Rs: 5,00,000/- (Rupees Five Lakhs Only) in the form of Bank Guarantee/DD. (Original).
3. Original copy of the letter of authorization shall be indicated by written power-of-attorney.
4. Annexure-A affidavit (Refer Clause No.2 (i) of NIT).
5. Documentary evidence with regard to registration with NSIC as mentioned in Clause No.2 (h) of NIT for tender fees & EMD waiver.
7. **Pass-phrase (Both for technical and financial bid in separate envelope) to decrypt the Bid.**

**Note:** The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission in addition to PQ documents listed in NIT Clause no.2 (a) to 1(j).

**Note:** Bidders are required to pay applicable ETS bidding fees online at the time of bid submission.

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.
Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to *Engineering Projects (India) Ltd.* in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Engineering Projects (India) Ltd. office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted offline by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### SEVEN CRITICAL DO’S AND DON’TS FOR BIDDERS

Specifically for Supplier organizations, the following ‘SEVEN KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz ‘Date and Time of Closure of Procurement of Tender Documents’ and ‘Last Date and Time of Receipt of Bids’. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities
related to your organization, such as creation of --Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an ‘Official Copy of Tender Documents’ should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ your ‘Status pertaining Overall Bid-Submission’ is ‘Complete’. For your record, you can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the ‘Status pertaining overall Bid-Submission’ is ‘Complete’.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.