

## REQUEST FOR PROPOSAL

Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand.

**Jharkhand Rail Infrastructure Development Corporation Limited**  
(A JV of Government of Jharkhand & Ministry of Railways)  
(CIN-U45209JH2018SGC011593)

Regd. Office:  
Transport Department, F.F.P. Building, Ground Floor, HEC Campus,  
Dhurwa, Ranchi – 834004, Jharkhand – India

**Correspondence Address:**  
2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar, Dhurwa, Ranchi-834004  
Tel. : +91 651-2446131, Email: [jridcl.jhr@gmail.com](mailto:jridcl.jhr@gmail.com)  
Website: [www.jridcl.org.in](http://www.jridcl.org.in)

## NOTICE INVITING TENDER

Date: 21<sup>st</sup> March, 2023

NIT No: JRIDCL/Gumla-Simdega/2023/02

To,

.....

.....

**Sub:** Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand.

Dear Sir,

We are pleased to invite you to participate in the Bidding Process for the work of “Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand”. The RFP is enclosed herewith. Bidders can submit the bid up to 9<sup>th</sup> May, 2023 up to 12:00 hrs.

Offers received beyond the specified date/time shall not be entertained and this office shall not be responsible for any delay in receipt or loss of documents sent by post/courier etc.

We look forward to your participation and Professional Services.

General Manager (Project)

## Table of Contents

S. N.	Contents	Page No.
	NOTICE INVITING TENDER	2
	SECTION-1: INTRODUCTION	
1.1	BACKGROUND	6
	SECTION 2: INSTRUCTION TO BIDDERS	
2.1	INTRODUCTION	8
2.2	Clarification and amendment of RFP documents	12
2.3	RFP Processing Fee	12
2.4	Bid security	12
2.5	Performance Security	13
2.6	Preparation of proposal	13
2.7	Format and Signing of Bids & Submission of proposal	16
2.8	Proposal evaluation & Minimum Pre-Qualification criteria	17
2.9	Negotiation	19
2.10	Award of contract	19
2.11	Execution of contract	19
2.12	Commencement of Assignment	20
2.13	Confidentiality	20
2.14	Fraud and corrupt practices	20
2.15	Miscellaneous	21
2.16	Ownership of document and copyright	22
2.17	Data sheet	23
	SECTION-3: TECHNICAL PROPOSAL-STANDARD FORMS	
Annexure-1	Technical Proposal Submission Letter	25
Annexure-2	Format for Power of Attorney for Authorized Representative	28
Annexure-3	Format of Joint Bidding Agreement	30
Annexure-3.1	Format for Power of Attorney of Lead Member of JV/Consortium	35
Annexure-4	Consultant's Experience	37
Annexure-4.1	Annual Consultancy Turnover for the last 3 years	38
Annexure-5	Description of Approach, Methodology for the Assignment	39
Annexure-6	Team Composition and Task Assignments	40
Annexure-7	Curriculum Vitae for Proposed Professional Staff	41
Annexure-8	Activity (Work) Schedule	43
	SECTION-4: FINANCIAL PROPOSAL-STANDARD FORMS	
Annexure-9	Financial Proposal Submission Form	45
Annexure-10	Summary of Costs	46
	SECTION 5: TERMS OF REFERENCE	47
	SECTION 6: DRAFT CONTRACT	52
Annexure-A	Form of Bank Guarantee for Performance Security	63

## DISCLAIMER

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

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

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

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

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

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

The issue of this RFP does not imply that the JRIDCL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the “Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand”. And JRIDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## SECTION-1: INTRODUCTION

### 1. BACKGROUND

Jharkhand Rail Infrastructure Development Corporation Limited (JRIDCL) is a Joint Venture Company of Ministry of Railways (MOR) and Government of Jharkhand, incorporated to develop the rail infrastructure for capacity enhancement in the state of Jharkhand. JRIDCL has a mandate of development, financing, planning, implementation of viable Railway projects that are important for critical connectivity/ capacity enhancement, development of other infrastructure facilities, by undertaking surveys, preparation of feasibility studies and detailed project report (DPR) of such Railway projects as identified by the Company or by the private parties, and to act as technical consultants and advisors in all related matters.

JRIDCL intends to conduct a Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand in order to assess technical, financial & Socio-economic viability of the proposed line.

District Headquarters of Gumla and Simdega are not connected with Rail network. Nearest railhead from Gumla is Lohardaga, which is a District Headquarter of the State of Jharkhand. The road distance between Lohardaga to Gumla is approximately 52 Km. Road distance between Gumla to Simdega is approximately 79 Km. Rail connectivity from Lohardaga to Simdega via Gumla has to be explored.

JRIDCL seeks the services of interested eligible Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand. The consultant shall be required to carry out the assignment as per **Terms of Reference** (Section-5).

### 2. The RFP includes the following documents:

Section 1- Introduction

Section 2- Instructions to Bidders

Section 3- Technical Proposal-Standard Forms

Section 4- Financial Proposal-Standard Forms

Section 5- Terms of Reference

Section 6- Standard Form of Contract

### 3. Summary :

RFP No.	JRIDCL/Gumla-Simdega/2023/02
Name of Work	Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand
Type of Bid	Single stage two packets
Completion period	24 Weeks
Proposal Due Date (PDD) (Last date of Offline (hardcopy) submission of Proposal including Bid Processing fee & Bid Security) – Both Technical & Financial Proposal	9 <sup>th</sup> May 2023 up to 12:00 Hrs.
Opening of Technical Proposal	9 <sup>th</sup> May 2023 at 15:00 Hrs.
Opening of Financial Proposal	Date & Time will be Intimated via e-mail.
Bid Processing fee.	₹ 10,000/- (Non refundable)
Bid Security	₹ 50,000/-
Performance Security	5% of the Cost of Financial Proposal.
Bid criteria	Minimum qualification Criteria
Successful Applicant	Lowest Fees

## **SECTION 2: INSTRUCTION TO BIDDERS**

### **2.1 INTRODUCTION**

- 2.1.1** The Client named in the data sheet will select a consulting firm/ consortium/ organization (the “Consultant”), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that JRIDCL’s decisions are without any right of appeal whatsoever.
- 2.1.2** The Applicants are invited to submit the Proposal as specified in the data sheet, for the services required for the Assignment. The term “Applicant” refers to a single entity or the group of entities coming together to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the services in accordance with the Terms of Reference of this RFP (the “TOR”).
- 2.1.3** The Applicant shall submit his Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the “Contract”).
- 2.1.4** Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.5** The Client will timely provide, the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.6** The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the Project.
- 2.1.7** It is the Client’s policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:
- i. defines, for the purposes of this provision, the terms set forth below as follows:
    - a) “Corrupt practice” means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and

- b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
- ii. Will reject a proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
- iii. Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

**2.1.8** All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulge in “Prohibited Practices”; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal Due Date (the “PDD”), it would not be eligible to submit a Proposal either by itself or as part of a Consortium.

**2.1.9 Arbitration:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Ranchi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation (Amendment) Act, 2019, along with correction slips shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

**2.1.10 Termination of Contract:** JRIDCL will have the right to terminate the contract by giving 15 (Fifteen) days written notice. In the event of termination for no fault of Consultant, the Client shall reimburse all the expenses incurred by the Consultant (upon submission of proof) applicable till the date of termination. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.

**2.1.11** Details related to timelines and submission of deliverables at each stage is given in the TOR (Section-5).

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

**2.1.13 Brief Description of the Selection Process:**

2.1.13.1 The Client has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising the Technical and Financial Proposals.

2.1.13.2 The Bid document must be downloaded from the website [www.jridcl.org.in](http://www.jridcl.org.in) for submitting the bid. Separate Demand drafts or the payment mode as specified in this RFP for RFP processing fee and Bid security for an amount prescribed at Para-2.3 & 2.4, drawn in favour of “Jharkhand Rail Infrastructure Development Corporation Limited”, payable at Ranchi shall be enclosed with the Bid document.

*In case, the offer is not accompanied with the valid demand draft for RFP processing fee and/or Bid security as detailed above, the bid will be summarily rejected.*

2.1.13.3 The Bidder shall submit the Technical Proposal in the format specified at Annexure-1 to 8 and RFP Processing fee & bid security and seal it in single envelope. The envelope shall be marked with the word “Technical Proposal”. The Financial Proposal to be submitted in the format specified in Annexure 9 & 10. The Annexure 9 & 10 will be in a Single sealed envelope marked with the word “Financial Proposal”. Both the envelopes should contain name of the work and name of the bidding firm. Both the envelopes then to be kept in a single main envelope duly sealed. Name of the work and name of the bidding firm must be written on the envelope.

2.1.13.4 The Bid will be received in the office of JRIDCL up to 12.00 Hrs. on the date of opening indicated above and opened on the same day at 15:00 Hrs. Bids duly sealed in the prescribed manner as above can also be sent through registered post so as to reach in this office not later than 12:00 hrs on the aforesaid date. (JRIDCL will not be responsible for any postal delay.)

2.1.13.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.1.13.6 The bids will be opened in presence of the bidders or their authorized representative, who wish to remain present. Only Technical Proposal will be opened and Financial Proposals will be kept intact in a sealed envelope.

*In case the date of opening mentioned above, is declared holiday/strike/bandh on any account, the tender will be opened on the next working day.*

2.1.13.7 The Technical Proposals received will be evaluated on the basis of minimum pre-qualification criteria as specified in this RFP. A list of technically pre-qualified

applicants shall be prepared and the date of opening of financial proposals will be intimated to them via e-mail at least 48 Hrs in advance.

*“Bidders must provide their e-mail IDs with proposal”*

2.1.13.8 The Financial Proposals of only technically pre-qualified applicants will be opened in presence of the bidders or their authorized representative, who wish to remain present. Proposals will finally be ranked as specified in this RFP. The first ranked Applicant (the “Selected Applicant”) shall be issued the Letter of Award (the “LOA”) while the second ranked Applicant will be kept in reserve till the Selected Applicant provides written acceptance of the LOA.

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

**2.1.15 Right to reject any or all Proposals:**

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

**2.1.16 Acknowledgement by Applicant**

- i. It shall be deemed that by submitting the Proposal, the Applicant has:
  - a) Made a complete and careful examination of the RFP;
  - b) Received all relevant information requested from the Client;
  - c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;

- d) Satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e) Acknowledged that it does not have a Conflict of Interest; and
  - f) Agreed to be bound by the undertaking provided by it under and in term hereof.
- ii. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

## 2.2 Clarification and amendment of RFP documents

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

## 2.3 RFP Processing Fee

2.3.1 The RFP submissions shall be accompanied by a Demand Draft of **Rs. 10,000/-** (Rupees Ten Thousand only) in favour of "**Jharkhand Rail Infrastructure Development Corporation Limited**", payable at Ranchi, Jharkhand, as a non-refundable RFP processing fee (the "RFP Processing Fee"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Client.

## 2.4 Bid security

2.4.1 A bid security in the form of a Demand Draft/Banker's Cheque/FDR/TDR, from a scheduled Indian Bank in favour of "**Jharkhand Rail Infrastructure Development Corporation Limited**", payable at Ranchi, Jharkhand, for the sum of **Rs 50,000/-** (Rupees Fifty Thousand Only) shall be required to be submitted by each Applicant (the "Bid Security").

2.4.2 The Demand Draft/Banker's Cheque/FDR in original shall be placed in an envelope and placed inside the envelope containing the Technical Proposal marked as "RFP – [name of assignment]" and "Not to be opened except in the presence of evaluation committee". Bids received without the specified Bid Security will be summarily rejected.

2.4.3 The Client will not be liable to pay any interest on bid security deposits. Bid security of pre-qualified but unsuccessful Applicants shall be returned, without any interest, within two months after acceptance of LOA by selected Applicant or when the selection process is cancelled by the Client. The Selected Applicant's Bid Security shall be returned, without

any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

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

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

## **2.5 Performance Security**

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

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

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

## **2.6 Preparation of proposal**

### **2.6.1 General**

2.6.1.1 Consultants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.6.1.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.6.1.3 In case of failure to comply with the requirements spelt out in this RFP, Client will be entitled to reject the Proposal. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

- a. by the proprietor in case of a proprietary firm;
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d. by the Authorized Representative of the Lead Firm, in case of consortium; and,
- e. Power of Attorney, for the Authorized Representative and or the Lead Firm of the Consortium, if applicable, is executed as per Applicable Laws.

## **2.6.2 Proposal**

### **2.6.2.1 Technical Proposal:**

While preparing the Technical Proposal, Consultants must give particular attention to the following:

- i. Name and Signature of Authorized person for dealing with JRIDCL (Client) and making correspondence on behalf of Consultancy firm.
- ii. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
- iii. Detailed Approach and Methodology for undertaking the current assignment.
- iv. The list of proposed staff, details of tasks assigned to each staff as per his/ her experience.
- v. The team leader proposed must be a full time employee of the firm. It is desirable that the other key staff be either full time employees of the firm or have a dedicated full time contract to work on this project.
- vi. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
- vii. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
- viii. The key personnel shall remain available for the period as indicated in the RFP
- ix. Each CV needs to have been recently signed by the key personnel and / or countersigned by the authorized official of the Firm. At the time of submission of bid proposal, the

scanned copies of the signature of the key personnel will be allowed but at the time of signing of contract, the original signature will be required. However, in both the cases, original counter signature of Authorized signatory shall be required in original.

- x. The applicant should form a Joint Venture/ Consortium in case he wants to submit the proposal using the experience/ strength of his associate partner.
- xi. The technical proposal must not include any financial information

2.6.2.1.1 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.6.2.1.2 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, in the format provided in this RFP, signed by all firms/entities confirming the following therein:

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

2.6.2.1.3 Similarly, Power of Attorney for both authorized representative and lead member of the JV/Consortium shall also be furnished as per the formats available in the RFP.

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

### **2.6.2.2 Financial proposal:**

2.6.2.2.1 While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes (excluding GST) associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding Goods & service tax (GST), shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal as per applicable rules duly notified by the Government. Further, all payments shall be subjected to deduction of statutory taxes at source as per Applicable Laws.
- iii. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.6.2.2.2 Consultants shall express the price of their services in Indian Rupees.

2.6.2.2.3 The Consultants may be subjected to local taxes (such as GST, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.

2.6.2.2.4 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

## **2.7 Format and Signing of Bids & Submission of proposal:**

**2.7.1** The Bidder shall provide all the information sought under this RFP. The JRIDCL will evaluate only those Bids those are received in the required formats and complete in all respects.

**2.7.2** The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

## 2.7.3 Proposal submissions:

### 2.7.3.1 Table for Details:

S.N.		Item		Method of submission
1.	<b>Items of S.N. 1,2 &amp; 3 in a Single Envelope</b>	RFP Processing fee (separately sealed envelope for DDs inside the Main envelope for Tech. Bid)	In the form of Demand Draft	<ul style="list-style-type: none"> <li>• There will be Two Envelopes inside the Main Envelope-                             <ul style="list-style-type: none"> <li>➤ First- <b>Technical Proposal Envelope</b>- This envelop will contain Item No. 1, 2 &amp; 3. Item 1 &amp; 2 are DDs or the approved mode of payment as per the RFP. The DDs will be kept in a sealed envelope. The envelope with DDs along with Annexure 1 to 8 will be kept in “<i>Technical Proposal Envelope</i>”.</li> <li>➤ Second-<b>Financial Proposal envelope</b>- This envelop will contain Annexure - 9 &amp; 10.</li> </ul> </li> <li>• Both Technical and Financial Proposal envelopes to be kept in <b>Main Sealed Envelope</b>.</li> <li>• The Bid to be submitted at Client,s office at “<u>Room no. 68, 2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar, Dhurwa, Ranchi-834004</u>” up to <b>12:00 hrs. of 9<sup>th</sup> May 2023</b> which is PDD.</li> <li>• The Bid may also be sent to the client’s correspondence address up to <b>12:00 hrs. of 9<sup>th</sup> May 2023</b>.</li> <li>• JRIDCL will not be responsible for any postal delay.</li> </ul>
2.		Bid Security (separately sealed envelope for DDs or the approved mode of payment inside the Main envelope for Tech. Bid)	In the form of Demand Draft/Banker’s Cheque /FDR/TDR	
3.		Technical Proposal	Annexure- 1 to 8	
4.	<b>Annexure 9 &amp; 10 in a Single Envelope</b>	Financial Proposal	Annexure- 9 to 10	

2.7.3.2 The Bidder shall submit the Bid in the format specified at Annexure- 1 to 10, RFP Processing Fee and Bid Security in form of Demand Draft/Banker’s Cheque/FDR/TDR as specified and seal as described in the above table.

The envelopes to be marked as “*Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand*”.

## 2.8 Proposal evaluation

### 2.8.1 General:

2.8.1.1 The proposals will be opened in presence of the bidders or their authorized representative, who wish to remain present. Only Technical Proposals will be opened and Financial Proposals will be kept intact in a sealed envelope. The proposal should cover following details:

- a. The Proposal is received with all Annexures as given in this RFP.
- b. It is received by the Proposal Due Date including any extension thereof in terms hereof;
- c. It is signed, sealed, and bound together and marked as stipulated in this RFP;
- d. it does not contain any condition or qualification;
- e. It is not non-responsive in terms hereof.

- 2.8.1.2 The Financial Proposals of only technically pre-qualified applicants will be opened in presence of the bidders or their authorized representative, who wish to remain present. The date for the same will be intimated to the bidders. The notification for the same will be sent by e- mail only.
- 2.8.1.3 In case, only one firm is eligible after technical pre-qualification evaluation, the Financial Proposals shall not be opened. The Bids shall be cancelled and JRIDCL shall invite fresh bids.
- 2.8.1.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the Bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
- 2.8.1.5 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in clause 2.1.13.
- 2.8.1.6 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
- 2.8.1.7 Evaluation Committee will determine whether the Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- 2.8.1.8 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only.
- 2.8.1.9 The Applicant with the Lowest Financial Proposal will be considered to be the Successful Applicant and will be informed through Letter of Award (LOA).

## **2.8.2 Minimum Pre- Qualification Criteria:**

- 2.8.2.1 Pre-Qualification will be based on minimum Pre-qualification criteria (work experience, financial position) as detailed below:
- 2.8.2.2 The Tender evaluation committee appointed by the Client will carry out the Pre-Qualification evaluation of the Proposals on the basis of the following evaluation criteria. (The Consultancy firm(s) who fulfils the requirements of the following criteria shall be eligible for financial bid opening):

- (A) Must have Completed Traffic and Financial Feasibility Study/ Bankability Study for at least one Railway project in last 5 (Five) Financial Years and Current Financial Year either in the same or different Railway Projects or in Railway projects in any of the participative model authorized by the Indian Railways (i.e. Non-Government Railway Model, Joint Venture Model and Build operate transfer model etc.).

**AND**

- (B) The Bidder should have received total payment of at least Rupees Fifty (50) Lakhs in last 5 (Five) financial years and Current Financial year from Consultancy Services. This should be duly audited by the registered Chartered Accountants.

2.8.2.3 Work experience certificate issued from Govt. Organization/Semi-Government/ Public Sector organizations shall only be considered and certificate issued by private individual shall not be considered.

2.8.2.4 Certificate issued to the tenderers as ‘sub-contractor’ for sublet works by any organization (Government or Private) shall not be considered.

2.8.2.5 A proposal will be considered unsuitable and will be rejected at this stage if it does not meet the minimum pre-qualification criteria.

## **2.9 Negotiation:**

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

## **2.10 Award of contract**

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

## **2.11 Execution of contract**

After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 15 (fifteen) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.12 Commencement of Assignment**

The Successful Applicant/ Contractor is expected to commence the Assignment on the date of Commencement of services as prescribed in the Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

## **2.13 Confidentiality**

2.13.1 Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## **2.14 Fraud and corrupt practices**

2.14.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

2.14.2 Without prejudice to the rights of the Client under this Clause, herein above and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (i) “Corrupt practice” means:
- (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
  - (b) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- (v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **2.15 Miscellaneous**

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

2.15.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- ii. Consult with any Applicant in order to receive clarification or further information;
- iii. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

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

2.15.4 All documents and other information provided by the Client or submitted by an Applicant to the Client shall remain or become the property of the Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of the Client.

2.15.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

#### **2.15.6 Standard of Services**

2.15.6.1 The Bidder shall be responsible for the correctness and technical merit of its design, calculations, drawings and all other documents prepared while carrying out the services. The Bidder shall ensure that sufficient number of qualified and experienced staff is deployed. The Bidder shall also ensure that that accurate, consistent, clear and easily readable drawings and documents are produced in time. The Bidder shall comply with the provisions and procedures covering standards and codes and drawings.

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

#### **2.16 Ownership of document and copyright**

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

## 2.17 Data sheet

No.	Description
1.	<p>Name of the Client : <b>“Jharkhand Rail Infrastructure Development Corporation Limited (JRIDCL).”</b></p> <p>The method of selection is the Applicant offering Lowest Fees.</p>
2.	<p>The main objective of this assignment is:</p> <p>“RFP for Selection of Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand.”</p> <p>The detailed descriptions of services are mentioned in the Scope of Work under section-Terms of Reference.</p>
3.	<p>The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.</p> <p>Duration of Assignment: 24 Weeks</p>
4.	<p>The last date of submission of Proposal (Hardcopy) is 9<sup>th</sup> May 2023 before 12:00 Hrs.(IST).</p> <p>The address for submission of Proposal is: Room No. 68, 2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar, Dhurwa, Ranchi-834004. Tel. : +91 651-2446131.</p>
5.	<p>The Bidders to state costs in Indian Rupees only.</p> <p>It’s a single stage Two packets system of Bid.</p>

**SECTION-3: TECHNICAL PROPOSAL-STANDARD FORMS**

<b>Annexure</b>	<b>Description</b>
Annexure -1	Technical Proposal Submission Letter
Annexure -2	Format for Power of Attorney for Authorized Representative for signing of Bid
Annexure -3	Format for Joint Bidding Agreement (in case of JV/ consortium)
Annexure -3.1	Format for Power of Attorney for Lead Member of Consortium
Annexure -4	Applicant's Experience
Annexure -4.1	Annual Consultancy Turnover for the last 5 years
Annexure -5	Description of Approach, Methodology and Work Plan for performing the Assignment
Annexure -6	Team Composition and Task Assignments
Annexure -7	Curriculum Vitae for Proposed Professional Staff (with one page summary of experience)
Annexure -8	Activity (Work) Schedule

## Annexure-1

### Technical Proposal Submission Letter

[Location, Date]

To,

**Managing Director**

**Jharkhand Rail Infrastructure Development Corporation Limited,**

2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar,

Dhurwa, Ranchi-834004.

**RFP dated \_\_\_\_\_ [date] for selection of consultant for \_\_\_\_\_ [name of assignment]**

Dear Sir,

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

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

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

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

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

Further:

1. We acknowledge that JRIDCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to JRIDCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of JRIDCL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with JRIDCL or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consultant.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither

we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

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

We remain,

Yours sincerely,

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

Name of Firm: Address:

Contact No:

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

## Annexure-2

### Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, \_\_\_\_\_ [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr/Ms \_\_\_\_\_ (name and residing address), who is presently employed with/ retained by us and holding the position of \_\_\_\_\_ [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for **“Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand.”**, to be conducted by Jharkhand Rail Infrastructure Development Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said 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, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization]  
[Signature] [Name] [Designation]

Witnesses:

[Signature, name and address of witness]

[Signature, name and address of witness]

Accepted  
[Signature] [Name] [Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Limited Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostolic certificate.

### **Annexure- 3**

#### **Format of Joint Bidding Agreement**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) Jharkhand Rail Infrastructure Development Corporation Limited, a Joint Venture Company of Government of Jharkhand & Ministry of Railways, Government of India, having its registered office at Transport Department, Ground Floor, F.F.P. building, HEC Campus, Dhurwa, Ranchi, Jharkhand,- 834004 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Proposal dated [date] (the “RFP”) for appointment of consultant for [name of assignment] (the “Consultancy”).
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
- b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- b) Party of the Second Part shall be [role]; and
- c) Party of the Third Part shall be [role]; and,

5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
- or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(vi) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(vii) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party from fulfilling its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

#### 9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of

MEMBER IN-CHARGE by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

SECOND PART by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED For and on behalf of

THIRD PART by:

[Signature] [Name] [Designation] [Address]

In presence of:

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

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal or official seal of all members.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
  
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

### **Annexure- 3.1**

#### **Format for Power of Attorney of Lead Member of JV/Consortium**

(To be executed by all members of the Consortium)

Jharkhand Rail Infrastructure Development Corporation Limited, a Joint Venture Company of Government of Jharkhand & Ministry of Railways, Government of India (the “Authority”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

Whereas, [name of Party], and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address] and M/s.[name of Party],having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney

in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of THIRD by: [Signature]

[Name] [Designation] [Address]

In presence of:

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

Notes:

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

## Annexure- 4

### Consultant's Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name and Project Cost:	Approx. value of the contract (in Lakhs of Rs.):
Country:	Duration of assignment (months):
Location within country:	
Name of Client & Address:	Total No. of Staff-months of the assignment:
Type of Study:  In accordance with the clause of Minimum Eligibility Criteria	Approx. value of the services provided by your firm under the contract (in Lakhs of Rs.):
Start Date (Month/Year):	No. of Professional Staff-months provided
Name of Lead Partner:	List Key Attributes similar to this Assignment:
Name of Associated Consultants, If any:	
Narrative Description of Project: (Highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

The Consultant shall attach copies of Certificate of Completion issued by the employer, failing which the claim of the Consultant shall be summarily rejected.

**Annexure- 4.1**

**Annual Consultancy Turnover**

<b>Annual Turnover Data for the Last 5 Years &amp; Current Financial Year (Consultancy Only)</b>	
<b>Year</b>	<b>Amount (in Lakhs of Rs.)</b>

1. Contents of this form should be certified by a Chartered Accountant/Auditor.
2. In the event that the audited accounts for the latest Financial Year are not available, the Consultant shall furnish information pertaining to last five financial years after ignoring the latest financial year. In case the Consultant submits audited financial information for the last six or more years, only the figures for the latest five years shall be considered for evaluation.

## **Annexure- 5**

### **Description of Approach, Methodology and Work Plan for Performing the Assignment**

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

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

**Annexure- 6**

**Team Composition and Task Assignments**

<b>1. Professional staff*</b>							
Name of staff	Name of Firm	Area of expertise	Position assigned	Education Qualification	Tasks assigned	Employment Status (Regular/Part Time/Other)	Nos. of Years relevant experience

<b>2. Support staff</b>							
Name of staff	Name of Firm	Area of expertise	Position assigned	Education Qualification	Tasks assigned	Employment Status (Regular/Part Time/Other)	Nos. of Years relevant experience

\*Consultants, who are executing ongoing mandates from JRIDCL, must propose a separate team of key staff while bidding for this project. The key staff proposed above should be available for presentations/ discussions/ meetings with the JRIDCL, State Government etc.

**Annexure- 7**

**Curriculum Vitae for Proposed Professional Staff  
(with one page of summary of experience)**

(\*CVs for the proposed 3(three) key personnel to be submitted for client's reference only, and shall not be evaluated.)

1.	Proposed position for this assignment	{Only one candidate should be nominated for each position as sought}
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	[DD/MM/YYYY]
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		English			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration [YYYY to present]
12.	Details of tasks assigned			

13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions
14.	Relevant Experience {Please provide details of relevant assignment, with respect to task assigned for the proposed study (as mentioned in (i) above. Kindly provide following information of each assignment}	Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
15.	Total no of years' experience	Total no. of Years in Consultancy Service:
		Total no. of Years in services other than Consultancy Service :
		Total Experience :
16.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

Note:

Please restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV.

**Annexure-8**

**Activity (Work) Schedule**

<b>A. Field Investigation and Study Items:</b>												
		Week wise Program (in form of Bar Chart) [1st, 2nd, etc. are weeks from the start of assignment]										
S. N.	Item of Activity (Work)	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	.....	24 <sup>th</sup>

<b>B. Completion and Submission of Reports</b>	
Reports	Programme: (Date)

**SECTION-4: FINANCIAL PROPOSAL-STANDARD FORMS**

<b>Annexure</b>	<b>Description</b>
Annexure -09	Financial Proposal Submission Letter
Annexure -10	Summary of Costs

**Annexure-09**

**Financial Proposal Submission Form**

[Location] [Date]

**To,**  
**Managing Director**  
**Jharkhand Rail Infrastructure Development Corporation Limited,**  
2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar,  
Dhurwa, Ranchi-834004.

Dear Sir,

**Subject: [name of assignment].**

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic corrections, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure-10**

**Summary of Costs**

<b>Particular</b>	<b>Cost in ₹</b>	
Total cost of the Financial Proposal (Excluding GST)	<b>(In Figure)</b>	
	<b>(In words)</b>	

Note:

- 1) Cost of Financial Proposal shall be including all the out of pocket expenses expected to be incurred by the Consultant in executing the assignment but excluding Goods & Service tax. GST would be payable at the applicable rates as may be in force from time to time.
- 2) In case of discrepancy between value quoted in figures and words, the value quoted in words shall be taken into account. "Values quoted only in figure shall not be considered".

Signature of the Tenderer

## SECTION 5: TERMS OF REFERENCE

### 5.1 Background:

JRIDCL has a mandate of development, financing, planning, implementation of viable railway projects that are important for critical connectivity/ capacity enhancement, development of other infrastructure facilities, by undertaking surveys, preparation of feasibility studies and detailed project report (DPR) of such railway projects as identified by the Company or by the private parties, to act as technical consultants and advisors in all related matters.

Considering the above mandate of JV Company, JRIDCL intends to conduct Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand, in order to assess technical, financial & Socio-economic viability of the proposed line.

District Headquarters of Gumla and Simdega are not connected with Rail network. Nearest railhead from Gumla is Lohardaga, which is a District Headquarter of the State of Jharkhand. The road distance between Lohardaga to Gumla is approximately 52 Km. Road distance between Gumla to Simdega is approximately 79 Km. Rail connectivity from Lohardaga to Simdega via Gumla has to be explored.

### 5.2 Objective:

JRIDCL intends to appoint a consultant, whose objective shall be: '*Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead in the State of Jharkhand.*'

### 5.3 Scope of Work:

Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarters of Gumla and Simdega from nearest railhead Lohardaga in the State of Jharkhand.

The assignment shall be prepared in the following modules:

#### *A Traffic Forecast and Estimation of Line Capacity*

- The consultant shall forecast traffic, split by modes of transportation and prepare the likely traffic (Mineral, Goods and Passenger) on the rail network for next 25 years. This may involve identification of potential industries in concerned Region which may demand connectivity for logistics and passengers movement.
- Traffic Demand Forecast Analysis shall be done based on different conditions including best case, worst case scenario and realistic approach.
- The Traffic Forecast shall encompass necessary origin-destination (O/D) surveys relevant for this project. Commuter/Goods origin and destination survey should be conducted. It is expected that the Consultant will make use of these studies and collect all travel and logistic information.

- Traffic Forecast shall be prepared for a future reference case scenario with and without this rail link connection, including mapping of various transport facilities available in the area and their likely effect.
- Consultants shall map the Socio-economic profile of the study area and assess its growth potential. Freight projection should co-relate with estimated growth of agricultural, Industry, mining production etc.
- Review all the reports and data available on the proposed rail corridor.
- Study and analyze the current rail borne traffic pattern and volume in both freight and passengers segments of project area.

#### *B. Concept Design and Route Alignment*

- Based on the analysis of traffic demand, Consultant will provide estimation of Line Capacities and estimation of trains to be run for traffic projections over the project life period.
- Consultant shall provide tentative viable alternative route alignments (minimum 3 Nos.). Out of the proposed alternative alignments, Authority shall finalize 1 (one) alignment for the project. Methodology of Final Route Alignment will be as follows:
  - Line layouts to be designed on Topo sheets and on Google Earth.
  - Reconnaissance survey along the proposed alignments to be conducted, duly checking various geographical features, site constraints such as existing area, existing roads, power lines etc. and to assess modification to the proposed alignment as per site conditions.
  - The proposed serving stations, identification of locations for bridges, cross-drainage structures, level crossings / ROB / RUB and marking of high tension/low tension wire and any road crossing etc to be studied.
  - Index plan and index section at 200 m interval based on contour level correlated with site observations to be prepared.
- Consultant shall provide approximate area of the land to be acquired for the project. The area should preferably be bifurcated among Private Land, Government Land and Forest Land. Area of land should be provided section wise i.e. (i) from Lohardaga to Gumla, (ii) Gumla to Simdega & (iii) Lohardaga to Simdega.
- Consultant shall suggest station locations between the proposed lines.

#### *C. Cost Estimates:*

- Consultant shall provide approximate cost of the Project. Consultant is required to estimate the capital cost of the project with breakup of it. The Cost of providing passengers facilities/amenities related infrastructure needs to be segregated.
- Consultant shall also provide O&M cost for the project for a period of 30 years based on prevailing rates of S.E. Railways and appropriate escalation factor. A realistic estimate of fixed and variable costs to be provided.
- Consultant shall also provide the cost for the project section wise i.e. (i) from Lohardaga to Gumla, (ii) Gumla to Simdega & (iii) Lohardaga to Simdega.

*D. Financial and Economic Viability Assessment & Preparing business plan:*

- Estimate a revenue streams for the project, comprising, besides fare revenue (passenger and freight), other streams such as Advertising rights at Proposed Stations, Rental from Commercial shops etc.
- Develop a fare structure for passenger and freight traffic to determine the ability of fare collection to meet O&M costs or debt service requirements based on prudent accounting practices. Comparing to fares of competing modes is necessary.
- Consultants are required to establish the framework for financial evaluation that would be used in the formulating of a long term strategy and a phased investment program. The framework should allow the financial feasibility to be expressed in terms of expected Net Present Value (NPV), Internal Rate of Return (IRR) and Average Debt Service Coverage Ratio (ADSCR).
- Develop a detailed financing scenario, considering alternative fare levels, government subsidies or grant provision, to demonstrate the financial viability of the project either as a Government project or a Public- Private Partnership (PPP) for the financial life of the project including FIRR. Sensitivity Analysis with parameters like capital cost, operation and maintenance costs, fare structure, ridership / freight volume, and amount of subsidy/ grants etc may be made to present the viability scenario for taking appropriate decision by the Client.
- Consultant is required to identify & factor major items under Economic benefits. EIRR should be calculated taking into consideration the socio-economic benefits to be accrued to the society.
- Consultants are required to evaluate Modified Economic Internal Rate of Return (MEIRR) to capture the economic & social and network impact of the project interventions comprehensively. MEIRR can be worked at the project, zonal and national level depending on the impact it creates at different level.
- If at all the said project is financially unviable, determine the amount of viability gap funds that would be required to make the project a viable one. While assessing the project from viability gap, consultant should consider the provisions of viability gap fund scheme of Government of India as well as Jharkhand State Government Scheme, if any.
- Consultants are required to conduct risk analysis and give full details in the financial analysis report.
- Consultant will facilitate JRIDCL and other concerned agencies if any in making business plan of the project.
- Consultant will prepare the fund sheet and identify the need of the funds to be raised from outside investors.

## 5.4 Period of Assignment:

SN	Type	Topic	Milestone	Time duration	Time duration for Submission	Payment percentage of the Total (after acceptance of the milestone)	
1.	Phase-I	Traffic estimate and Financial Study	Inception report for phase I	24 Weeks	D + 3 week	45.0%	15.0%
2.			Draft report (first cut)– Traffic Estimates and Financial study		D + 9 week		25.0%
3.			Draft report (Second cut)– Traffic Estimates and Financial study		D + 15 week	20.0%	
4.			Final report – Traffic Estimates and Financial study		D + 24 week	40.0%	
5.		Cost Estimates & Route Alignment	Inception Report		D + 5 week	35.0%	15.0%
6.			Draft Report		D + 13 week		35.0%
7.			Final Report		D + 24 week		50.0%
8.	Phase II	Business plan	Inception Report	24 Weeks	D + 8 week	20.0%	15.0%
9.			Draft Business Plan First Cut		D + 18 week		25.0%
10.			Draft Business Plan Second Cut		D + 21 week	20.0%	
11.			Final Business Plan		D + 24 week	40.0%	
<b>TOTAL</b>						<b>100.0%</b>	

### ➤ D - Contract Agreement Date.

5.4.1 The above table does not include the time taken for granting approvals by Jharkhand Rail Infrastructure Development Corporation Limited (JRIDCL) / Government of Jharkhand (GoJ)/ Ministry of Railways (MOR). No compensation will be given to consultant if project gets extended under any reason except as agreed by JRIDCL.

5.4.2 Acceptance means, after submission of reports and after the Consultant has made presentations to the Authority, the Authority will issue a letter of acceptance along with comments / suggestions of the Authority on the report.

5.4.3 The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoJ /MOR in connection with the Services and whenever advised by JRIDCL in consultation with the Consultant.

5.4.4 The liquidated damages may not be enforced if the Consultant applies for extension of time mentioning the reasons for extension. Extension of time in days may be granted by JRIDCL provided; Consultant is not at fault for extending the work beyond stipulated date of completion

## 5.5 Deliverables (Reports/ Documents):

The consultant has to submit 05 (five) hardcopies along with soft copies of each deliverables for reviewing, comments and approval.

## **5.6 Custody of Reports/ Data etc.**

Original drawings/Maps/Atlas/data/charts/ photocopies of classified documents such as topo-sheets etc., and all other documents received from the client/Govt. departments, shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.

## **5.7 Property of the Client**

- All work submitted to the client by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant;
- All data collected, financial model developed for this assignment would be the property of the client and to be submitted to the client in soft copies and in hard copies, in whichever form it is available along with the final report;

## **5.8 Responsibilities of the Consultant**

- i. The Consultant shall be responsible for all the data and/or designs and drawings given by them;
- ii. The Consultant shall conduct independent studies at their own cost for all the inputs for carrying out the assignment;
- iii. The Consultant shall be responsible for all the necessary instrument, equipment, computer software and hardware required to carry out the study at their own cost;
- iv. The Consultant shall have to make their own arrangement for office accommodation, transportation facilities, equipment and stationary for carrying out the assignment. No office accommodation shall be provided by the Client;
- v. The Consultant shall require making necessary provision for housing their staff. No assistance shall be provided by the Client;

## SECTION 6: DRAFT CONTRACT

This CONTRACT (hereinafter together with the RFP Documents) attached hereto called the Contract) is made on the \_\_\_\_\_ Day of \_\_\_\_\_ 20.., between Jharkhand Rail Infrastructure Development Corporation Limited (JRIDCL), Joint Venture Company of Government of Jharkhand & Ministry of Railways, Government of India, having its office at 2nd Floor, Nagar Prashasan Bhawan, Near Golchakkar, Dhurwa, Ranchi on the one part (hereinafter called the **Client**, which expression shall unless repugnant to the context, include its successors and assignees) and \_\_\_\_\_

\_\_\_\_\_ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at \_\_\_\_\_, India (hereinafter called the Consultant, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

(A) The Client has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for ‘Consultancy Services for Traffic, Route and Financial Feasibility Study for Rail connectivity of the District Headquarter of Chatra District from Hazaribagh Road in the State of Jharkhand.’

(B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

### 1.0 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference as mentioned in Section-5 of this RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by JRIDCL / Steering Committee during each stage of the study. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

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

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the study (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-5 of RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

## **1.1 Commencement Date**

The Consultant will commence the services as soon as possible but not later than 15 days after the issue of LOA.

## **1.2 Additional Work**

If, in the opinion of the Client, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorization of the Client. The charge for the Personnel required for such additional work would be as mutually agreed between the Client and Consultants.

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

## **1.3 Other Documents**

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

## **2.0 Personnel**

- a. The Services shall be carried out by the personnel specified in Annexure -06 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Client, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 4.
- b. Except as the Client may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Consultant it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the client. The consultant must take prior approval of client before the replacement takes place.
- c. If, any time during the study, it is found that the person, as mentioned in Annexure – 06, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the client, in such case the client may accept such a person if such a person is found of equal or more caliber. However, such a replacement would not be binding on the client and the client reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.

- d. In the event that any person specified in Annexure - 6 is found by the Client to be incompetent in discharging his assigned duties, the Client may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The decision of the client in this regard shall be final and binding on the consultant.
- e. The Consultant shall ensure that at all times during the fieldwork a Resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field.

### **3.0 Undertakings of the Consultant**

#### **3.1 General Standard of Performance by the Consultant**

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

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

#### **3.2 Information**

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

#### **3.3 Assignments / Sub-Contracting**

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

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

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

### **3.4 Confidentiality**

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

### **3.5 Prohibition on Conflicting Activities**

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

### **3.6 Independent Contractor**

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

### **3.7 Insurance**

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

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

### **4.0 Prices and payment terms**

4.1 Cost of the services payable is set forth in Annexure-10.

4.2 The prices quoted are lump sum, firm and inclusive of all taxes and duties for the Scope of Work and Terms of Reference as agreed and mentioned in Section-5 of RFP including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfil the requirement of the scope. No change in the prices will be allowed on any account except for changes in any taxes/duties.

4.3 Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

4.4 In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client on written request of consultant may release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.

4.5 If the report submitted by the consultant is not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the client shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the client.

4.6 The above table does not include the time taken for granting approvals by Government of Jharkhand (GoJ)/Jharkhand Rail Infrastructure Development Corporation Limited (JRIDCL)/Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by JRIDCL.

4.7 The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoJ / GoI in connection with the Services and whenever advised by JRIDCL in consultation with the Consultant.

4.8 The consultant shall submit the final stage report within 3 weeks after receiving changes/modifications as per JRIDCL / Steering Committee/ State Government suggestions.

## **5.0 Time schedule for submission of reports**

The total time frame for carrying out the assignment would be **(16) weeks** from award of Contract. The role of the consultant as an independent consultant during the project implementation period shall be treated separately. The details of work plan, timeframe for each stage of study is put up as per **clause 5.4** of TOR & **Annexure- 8** of RFP document. Time taken by Client in order to provide feedback/ comments will not be considered as delay while calculating the time taken by consultants.

## **6.0 Reports**

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

The consultant shall submit phase wise reports as per Terms of Reference (Section-5) of RFP.

## **7.0 Liquidated Damages for late submission**

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

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

## **8.0 Notice of Delay**

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

## **9.0 Termination of the Contract**

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

## **10.0 Performance obligations**

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

### **10.1 Performance Security**

- i. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this

Contract, in the form set out in this contract, in an amount equal 5 (five) percent of the total cost of Financial Proposal under this Assignment.

- ii. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).
- iii. The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.
- iv. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
  - a. The Consultant becomes liable to pay liquidated damages;
  - b. Occurrence of any of the events listed in Clause 9;
  - c. Any material breach of the terms hereof; and/or
  - d. without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

#### **11.0 Compliance with laws, statutes, rules and regulations of Government / local authority**

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

#### **12.0 Period of Agreement**

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

### **13.0 Liability**

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

### **14.0 Notices**

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

### **15.0 Arbitration**

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation (Amendment) Act, 2019, along with correction slips and of any modification or re-enactment thereof.

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

### **16.0 Force Majeure.**

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

- a. Natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;

- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, , quarantines, embargoes;
- c. Illegal strikes and legal lockouts in respect of client's / consultant's scope of work provided;

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

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

16.3 However if such an event lasts for a period of 90 days or more, then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 5.4 of TOR.

#### **17.0 Custody of reports/data etc**

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

#### **18.0 Copyright**

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

#### **19.0 Indemnity**

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

## **20.0 General clauses**

### **20.1. Entire Agreement & Amendments**

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

### **20.2 Non Exclusive Agreement**

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.5 & 3.6.

### **20.3 Severability**

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

### **20.4 Survival**

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

Authorized Signatory

Authorized Signatory

On behalf of the Client

On behalf of the Consultant

In witness of

In witness of

### **Annexure-A: Form of Bank Guarantee for Performance Security**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

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

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

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and

notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

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

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

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

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No. Dated  
Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

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

\*\*\*