RFP Document

Tender Reference No.: RFP No./ xxxx

[*******Name of SBU to be filled] DEPARTMENT

TENDER

For

CONSULTANCY SERVICES [Name of Services *****To be filled]

[Month, Year to be filled by TIA]

(* *Based on Std document of RITES, March 2024*)

[**The details of Std document are given here for information of TIA, however the same may not be mentioned in the tender being invited*]

RITES Limited

(Schedule 'A' Government of India Enterprise under Ministry of Railways)

Shikhar, Plot no 1, Sector-29,

Gurgaon – 122 001 (INDIA)

CIN: L74899DL1974GOI007227

[Respective Sub-Unit/PU may insert their Complete address above]

TABLE OF CONTENTS

TABLE OF CONTENTS I

SECTION I: REQUEST FOR PROPOSAL LETTER (RFPL) 1

1. Request for Proposal Letter (RFPL) 1

2. The RFP Document 1

2.1. Consultants must read the complete 'RFP Document'. 1

2.2. Availability of the RFP Document 1

2.3. Clarifications 1

3. Eligibility and Qualification Criteria for Participation in this RFP 1

4. Purchase Policies of the Government 2

4.1. Relaxation in Prior Turnover and Experience to Startups 2

5. Pre-Proposal Conference: 2

6. Submission of Proposals: 2

7. Proposal Opening 4

APPENDIX TO RFPL: TENDER INFORMATION SUMMARY (TIS) 5

SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC) 10

1. The RFP Document 10

1.1. Basic Tender Details 10

1.2. Interpretations, Definitions, Abbreviations and Document Conventions 10

1.3. Overview of Contents 10

1.4. Sections of the RFP Document 10

1.5. Forms (To be filled, digitally signed, and uploaded by Consultants) 12

1.6. Other Formats 13

2. Procuring Entity - Rights and Disclaimers 13

2.1. The Procuring Entity 13

2.2. Right to Intellectual Property and confidentiality: 13

2.3. Right to Reject any or all Proposals 13

2.4. Disclaimers 14

3. Consultants – Participation in this RFP process 14

3.1. Eligibility to Participate 14

3.2. Conflict of Interest 16

4. The Terms of Reference (TOR) and Form of Contract 17

4.1. Facilities to be provided by the Procuring Entity 17

4.2. Forms of BOQ/ Contract and Selection Methods 17

4.3. Inputs of Key Experts 17

5. Proposal Prices, Taxes and Duties 18

5.1. Prices 18

5.2. Firm/ Variable Price 19
5.3. Taxes 19
5.4. Payments 20
6. Downloading the RFP Document; Corrigenda and Clarifications 21
6.1. Downloading the RFP Document 21
6.2. Corrigenda/ Addenda to RFP Document 21
6.3. Clarification of the RFP Document 21
7. Pre-Proposal Conference 21
8. Preparation of Proposals 22
8.1. The Proposal 22
8.2. Documents comprising the Proposal: 23
8.3. Proposal Validity 23
8.4. Bid Security/EMD & Bid Security Declaration Related Documents 23
9. Signing and Uploading Proposals 25
9.1. Relationship between Consultant and eProcurement Portal 25
9.2. Signing of Proposal 25
9.3. Submission/ uploading of Proposals. 26
9.4. Modification, Resubmission and Withdrawal of Proposals 27
10. Proposal Opening 27
11. Evaluation of Proposals and Award of Contract 27
11.1. General norms 27
11.2. Evaluation of Proposals 29
11.3. Techno-commercial Evaluation 30
11.4. Financial Proposals Evaluation and Ranking of Proposals 31
12. Contract Negotiation 34
12.1. Invitation to Negotiate 34
12.2. Verification of Original Documents 34
12.3. Availability of Key Experts: 34
12.4. Technical Negotiations 35
12.5. Financial Negotiations 35
12.6. Conclusion of Negotiations 35
13. Award of Contract 35
13.1. Letter of Award (Acceptance - LoA) and Signing of Contract 35
14. Grievance Redressal/ Complaint Procedure 37
15. Code of Integrity in Public Procurement, Misdemeanours and Penalties: 37
SECTION III: APPENDIX TO INSTRUCTIONS TO CONSULTANTS (AITC) 38
SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) 45

1. General 45
1.1. Tenets of Interpretation 45
1.2. Definitions 45
1.3. Document Conventions 47
1.4. Abbreviations: 48
2. The Contract 49
2.1. Language of Contract 49
2.2. The Entire Agreement 49
2.3. Severability 49
2.4. Relationship between Parties 49
2.5. Contract Documents and their Precedence 50
2.6. Modifications/ Amendments, Waivers and Forbearances 50
3. Governing Laws and Jurisdiction 51
3.1. Governing Laws and Jurisdiction 51
3.2. Changes in Laws and Regulations 51
4. Communications 51
4.1. Communications 51
4.2. Persons signing the Communications 51
4.3. Address of the parties for sending communications by the other party. 52
5. Consultant's Obligations and restrictions on its Rights 52
5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business 52
5.2. Obligation to Maintain Eligibility and Qualifications 53
5.3. Restriction on Potential Conflict of Interests 53
5.4. Consequences of breach by Constituents of a Consultant 53
5.5. Assignment and Sub-contracting 54
5.6. Obligation to Indemnify Procuring Entity 54
5.7. Confidentiality, Secrecy and Property and IPR Rights 55
5.8. Performance Bond/ Security 58
5.9. Permits, Approvals and Licenses 59
5.10. Insurances 59
5.11. Accounting, Inspection and Auditing 59
5.12. Book Examination Clause 59
5.13. Legal Compliance 60
5.14. Custody and Return of the Procuring Entity's Assets loaned to Consultant 60
6. Procuring Entity's Obligations 61
6.1. Assistance by the Procuring Entity 61
6.2. Facilities to be provided by the Procuring Entity 61

6.3. Counterpart Personnel 61
6.4. Payment Obligation 61
7. Scope of Services and Performance Standards 61
7.1. Scope of Services 61
7.2. Eligible Services 62
8. Deployment of Resources 62
8.1. Site and Assets thereon 62
8.2. Key and Non-key Personnel 63
8.3. Equipment and Tools of Trade 65
9. Delivery of Services and delays 65
9.1. Works plan 65
9.2. Commencement of Services 66
9.3. Contract Management 66
9.4. Delivery of services, Time of Delivery and Extensions Thereof 67
9.5. Damages and Deductions Thereof 69
9.6. Force Majeure 69
10. Prices and Payments 70
10.1. Prices 70
10.2. Taxes and Duties 70
10.3. Terms and Mode of Payment 72
10.4. Withholding and lien in respect of sums claimed: 73
10.5. Payments to Consultant 73
10.6. Suspension of Payments 76
10.7. Payment Against Time-Barred Claims 77
10.8. Commissions and Fees 77
11. Resolution of Disputes 77
11.1. Disputes and Excepted Matters 77
11.2. Excepted Matters 77
11.3. Adjudication 78
11.4. Conciliation of disputes 78
11.5. Arbitration Agreement 79
12. Defaults, Breaches, Termination, and closure of Contract 83
12.1. Termination due to Breach, Default, and Insolvency 83
12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract 84
12.3. Closure of Contract 85
13. Code of Integrity in Public Procurement; Misdemeanours and Penalties 86
13.1. Code of Integrity 86

13.2. Obligations for Proactive Disclosures: 87
13.3. Misdemeanours 87
13.4. Penalties for Misdemeanours 87
SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC) 89
SECTION VI: TERMS OF REFERENCE (TOR) 92
Section VI-A: List of Key Experts and Required Qualifications: 94
SECTION VII: EVALUATION/ SCORING CRITERIA 95
BIDDING FORMS 98
TECHNICAL PROPOSAL 99
FORM T-1: PROPOSAL FORM (COVERING LETTER) 100
FORM T-1A: CONSULTANT'S COMMERCIAL INFORMATION 104
FORM T-2: CONSULTANT'S ORGANISATION AND EXPERIENCE 106
FORM T-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY 108
FORM T-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE 109
FORM T-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES 111
FORM T-6: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS 113
Annex to Form T-6: Key Expert Curriculum Vitae (CV) 115
FORM T-7: TERMS AND CONDITIONS - COMPLIANCE 118
FORM T-8: CHECKLIST FOR CONSULTANTS 120
FORM T-9A BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD) 121
FORM T-9B: BID SECURING DECLARATION 123
FORM T-9C: MANDATE FORM 125
***FORM T-10/1:* 127**
***FORM T-10/2:* 128**
FORM T-10/3 130
ANNEXURE – T-10A 136
FORMATS 141
FORMAT 1: CONTRACT FORM 142
APPENDIX A: DESCRIPTION OF SERVICES 145
1. Terms of Reference 145
2. Approach and Methodology 146
3. Work Schedule and Planning for Deliverables 147
APPENDIX B: KEY EXPERTS 148
APPENDIX C – REMUNERATION COST ESTIMATES 149
Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract 150

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES 151
APPENDIX E: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY 152
FORMAT 2: CERTIFICATION BY PROSPECTIVE ARBITRATORS 154
FORMAT 3: AUTHORIZATION TO ATTEND PRE-PROPOSAL CONFERENCE 156
SAMPLE 1: TIME-BASED (INPUT ADMEASUREMENT) BOQ 157
FORM F-1 SUMMARY OF COSTS..... 157
FORM F-2 REMUNERATION COST..... 158
FORM F-3 REIMBURSABLE EXPENSES SUMMARY 159

Section I: Request for Proposal Letter (RFPL)

1. Request for Proposal Letter (RFPL)

The RITES Limited **(Referred to as Procuring Entity in this document herein after)** */The RITES Limited **(Referred to as Procuring Entity in this document herein after)** for and on Behalf of Principal/Employer *, through ----- (Insert designation of Tender Inviting Authority & SBU) invites proposals (hereinafter referred as 'the Proposal(s)') exclusively from the Consultants shortlisted in the preceding EOI process (please see Tender Information Summary (TIS) appended to this letter for reference), for entering into a contract for the delivery of Consultancy Services (hereinafter referred to as 'the Services'), using the selection method as specified in TIS. This Request for Proposal (RFP) Document, reference number, RFP No./ xxxx (RFP) Document, (hereinafter referred to as 'the RFP Document'), gives further details.

* *Strike out which ever is not applicable*

2. The RFP Document

2.1. Consultants must read the complete 'RFP Document'.

This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'Tender Information Summary' (TIS) appended to this letter gives a salient summary of the relevant information, including the Type of BOQ/ Contract and Selection Method to evaluate RFP. Any generic reference to RFPL shall also imply a reference to TIS as well. However, Consultants must go through the complete RFP Document including Correction Slips (if any) for details before submission of their Proposals.

2.2. Availability of the RFP Document

The RFP Document including Correction Slips (if any) shall be published on the e-Procurement Portal i.e., https://etenders.gov.in/eprocure/app. The Correction Slip are also available on RITES website www.rites.com and may be referred to by the bidders/consultants. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded RFP Document is free of cost. If the Procuring Entity happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals on the e-Procurement portal may be addressed to the Help Desk in the eProcurement Portal (please refer to TIS for details).

2.3. Clarifications

A Consultant may seek any clarification of the RFP Document through the eProcurement Portal before the date and time stipulated in TIS (or, if not mentioned, before 14 days of the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained.

3. Eligibility and Qualification Criteria for Participation in this RFP

The shortlisted Consultant must continue to meet the eligibility and qualification criteria prescribed in the preceding EOI document (based on which they were shortlisted) as of the date of his Proposal

submission and should continue to meet these criteria till the award of the contract. To this extent, the relevant portions of the EOI Document and the Consultant's submissions thereto shall be deemed part of this RFP process. Consultants shall be required to declare continued fulfilment of Eligibility Criteria in Form T-1: Proposal Form (Covering Letter). In case the declaration submitted by consultant regarding continued fulfilment of Eligibility Criteria is found to be false later, action shall be taken against consultants as per the provisions of "The Guidelines on Banning of Business Dealings as per Annexure T-10A". In such case, Consultants must provide evidence of their continued eligibility to the Procuring Entity if requested.

4. Purchase Policies of the Government

4.1. Relaxation in Prior Turnover and Experience to Startups

1) In the REOI process, while shortlisting the Consultants, relaxation in prior turnover and experience was provided to Startups (as defined by the Department for Promotion of Industry and Internal Trade). Unless otherwise stipulated in the TIS/ AITC, relaxation/ purchase preferences shall not be duplicated during the evaluation of the RFP.
2) As detailed in the EOI process, Central Government policies restrict the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India. Consultants have already submitted declarations regarding these restrictions during the EOI process. They should ensure that they continue to comply with such declarations.

5. Pre-Proposal Conference:

If indicated in TIS, Consultants are requested to attend a Pre-Proposal conference to clarify the RFP's technical requirements and commercial conditions at the time, date, and place mentioned therein.

6. Submission of Proposals:

1) Proposals must be uploaded by the submission deadline mentioned in TIS. If the office happens to be closed on that date, this deadline shall not be extended. Further details are given in ITC.

2) **Integrity Pact:**

(i) If so indicated, in the TIS, all Consultants shall have to sign the Integrity Pact with the Procuring Entity as per 'Form T-10: Integrity Pact'. Entering into this Pact would be a preliminary qualification. Any bid (for which integrity pact is applicable) not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straight away.

(ii) Unless otherwise indicated in the TIS; the Bidder/Consultant is required to enter into an Integrity Pact (Enclosed as Form T-10/1, T-10/2 & T-10/3) with the Employer/Principal. The Integrity Pact (Form T-10/1 & T-10/3) duly signed by the Authorized representative of RITES Ltd. /RITES Ltd. for and on behalf of 'Employer/Principal' as its Agent/Power of Attorney Holder is enclosed herewith. Bidder/Consultant shall take out the printout of the Integrity Pact (Form T-10/1, T-10/2 & T-10/3), sign on each page by authorized signatory of Bidder/ Each member of JV/Consortium and duly witnessed, scan and submit/upload the same along with the Bid. **In case of failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**

*(*Note*:- The integrity pact* (Form T-10/1 & T-10/3) *signed by the authority competent to sign the contract Agreement on behalf of RITES will be uploaded as part of the tender document)*

(iii) The provision of this Clause 6 (2) – Integrity Pact (IP), shall be applicable only when so provided in Clause 6 (2A) below which will also stipulate the names, addresses and e-mail ids of the Independent External Monitors as well as the Name, designation, address and e-mail id of the official nominated by the RITES to act as the Liaison Officer between the Independent External Monitors and Procuring Officer as well as the Bidder/Consultant.

2.A Whether Clause 6.(2) (Integrity Pact) shall be applicable *YES/ *NO

*(*Strike out whichever is not applicable)*

In case Integrity Pact is applicable, [*When estimated cost of services put to tender is* ***Rs.1.5 crores*** *or more*], the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP –

Name, Address and e-mail ID of IEM 1
……

Name, Address and e-mail ID of IEM 2*
……

* In case two IEMs are in place in RITES, the names and addresses of both IEMs are to be mentioned; otherwise, name and address of the sole IEM may be mentioned.
Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation or to the sole IEM as the case may be. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

Name, Designation, Address and e-mail ID of RITES' Liaison Officer
……

2.B The Guidelines on Banning of Business Dealings as per **Annexure T-10A** are applicable to all Tenders/contracts whether Integrity Pact is applicable as per Clause 6.(2.A) above or not.

If business dealings with the Bidder/Consultant have been banned as per "The Guidelines on Banning of Business Dealings" as per Annexure T-10A, then such a Bidder/contractor individually and also any Joint Venture wherein such Bidder/consultant is a member, will not be eligible during the period till such ban is in force to participate in tenders of any work(s) which may be invited by RITES. In case the Bidder/contractor is a Joint Venture, the JV as well as all members of the JV individually or as member(s) of any other Joint Venture (JV) will not be so eligible. In case the Bidder/consultant is a company then, in addition to the aforesaid provisions, the Associate Companies and Subsidiary Companies (as defined under Companies Act, 2013), of the company with whom Business Dealings have been banned, will also not be eligible".

7. Proposal Opening

Proposals received shall be opened online on or after the specified date and time in TIS. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

Note: For further details, please refer to appended TIS and the complete RFP Document.

Appendix to RFPL: Tender Information Summary (TIS)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Shortlisted Consultants from whom Proposals are exclusively Invited			
Preceding EOI Process		*[Mention the EOI reference and the letter-number declaring shortlisted Consultants]*	
Sr No.	Consultants	Address	
1.	*[Mention names and address]*		
…			
n.			
Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Consultancy Services		
Tender Reference Number	RFP No./ xxxx	Tender ID	*[As per CPP Portal]*
Tender Type	*[*]* **[TIA may mention the type of tender as limited/open, as the case may be]*	Tender Category	*[Services]*
No. of Covers	*[Two Covers]*	Product Category	*[Consultancy]*
Selection Method	*[QCBS/ LCS/ FBS/ SSS]*	Appointing Authority for Arbitration	*[Mention designation as per SOP]*
[1] Form of BOQ/ Contract	*[Mention as appropriate - Time-based (inputs admeasurement) or Lumpsum or Unit-Rate (Output admeasurement) or Percentage-Based]*		
Organisation:	RITES Limited	The Procuring Entity:	RITES Ltd.

[1] Based on BOQ Template: Item-wise or Mixed or Item-rate Templates

Authority on whose behalf RFP is invited	(Insert RITES Limited/Client as applicable)	Through the	(Insert Designation of Tender Inviting Authority
Tender Inviting Authority (TIA)	*[Fill]*	Address	*[Fill]*
Tender Accepting Authority	*[Fill]*		

2.0 Critical Dates (ITC-clauses 6, 7; 8; 9, and 10)

For the schedule of dates for the Pre-proposal Conference, if any, please refer to Section 5.0 below

Published Date	*[Fill up]*	Proposal Validity (Days from the date of Proposal Opening) – ITC-clause 8.3	*[fill up both periods (default 90 days) in days and the calculated date]*
Document Download Start Date & Time	*[Normally start of business on the day after publishing]*	Document Download End Date & Time	*[Normally up to a few hours/ one day before the time of Proposal Opening]*
Clarification Start Date & Time	*[Normally start of business on the day after publishing]*	Clarification End Date & Time (For seeking clarifications)	*[Normally not later than fourteen days before the Proposal submission deadline to give time to the Procuring Entity for a response]*
		Clarification End Date & Time (For Reply to the clarifications by RITES)	*[Normally not later than Seven days before the EOI submission deadline, to give time to the Procuring Entity for a response]*
Proposal Submission Start Date & Time	*[Normally start of business on the day after publishing]*	Proposal Submission Closing Date & Time	*[Normally up to a few hours/ one day before the time of Proposal Opening]*
Proposal Opening (techno-commercial Proposal) Date & Time		*[Please allow enough time for Consultants to prepare responsive Proposals, depending on the documents and details required to be submitted]*	
Technical Proposal Presentation / Customers Testimonials	*[To be intimated later]*	Proposal Opening (Financial Proposal) Date & Time *[Note to TIA: The financial proposal shall not be opened before 10 days from the date of declaration of result of technical*	*[To be intimated later]*

		evaluation- Refer Cl. 11.3.3 and 14 of ITC]	
3.0 Terms of Reference (ITC-Clause 4)			
Consignee/ State:	*[Fill]*	GSTIN Code of Consignee	*[Fill]*
Period of Contract	*[Indicate the period of resulting Contract]*		
Service Details:	*[Add more rows if more than one Service is in a schedule]*		
4.0 Obtaining the RFP Document and clarifications (ITC-Clause 6)			
eProcurement and Procuring Entity's Portal and helpdesk	https://etenders.gov.in/eprocure/app	*[0120-4001 002; 0120-4001 005; 0120-6277 787 or support-eproc@nic.in]*	
	www.rites.com		
Cost of RFP Document (INR)	*[Nil]* Note: The MSEs shall be exempted from cost of RFP Document even if any cost of RFP Document is mentioned herein		
Office/ Contact Person/ email for clarifications	*[Same as TIA above]*		
5.0 Pre-Proposal Conference (ITC-clause 7)			
Is a Pre-Proposal Conference proposed to be held?	*[Yes/No]*		
Place, time, and date of the Pre-Proposal Conference	*[Fill if it is 'Yes' above and delete the row if it is 'No' above. If only a video-conference is to be held, then mention this fact along with credentials of the meeting, e.g., Meeting Link, Meeting Number and Password]*		
Place, time, and date before which Written queries for the Pre-Proposal conference must be received	*[Fill if it is 'Yes' above and delete the row if it is 'No' above.]*		
Place, time, and date before which registration of participants for the Pre-Proposal conference must be received	*[Fill if it is 'Yes' above and delete the row if it is 'No' above]*		
6.0 Preparation and Submission and Opening of Proposals (ITC-clause 8, 9 and 10)			
Proposals to be addressed to	Insert designation of Tender Inviting Authority, RITES LTD		

Instructions for Online Proposal Submission	*[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]*		
Language of Submission	*[English]*	Bid Validity	*[90 days from Bid opening date]*
Proposal Opening Place	*[On e-procurement portal(s) mentioned above]*		
7.0 Documents relating to Bid Security (ITC-clause 8.4) and Performance Security (ITC-clause 13.1.2)			
Bid Security (EMD) Amount in INR:	EMD Amount (INR)- (2% of the estimated value of consultancy services)	Payment Mode of EMD	*Offline*
Categories of EMD Exemption Allowed	*MSEs, Start-up [add any other category]*	Is Bid Securing Declaration permitted in lieu of Bid Security	*[Yes/No]*
EMD Validity	*[Normally 45 days beyond Bid Validity, mention period as well as calculated date]*		
Performance Security (*Applicable for the tender/ contract value of services more than Rs one (1.0) lakh*)	*5% of the contract Value.*	Bid/ Performance Security to be addressed/ in favour of	*[Fill]*
Form of Bid Security	[upload self-attested scanned copy and submit originals physically of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque drawn on a Scheduled commercial bank in India, or Bank Guarantee/e-Bank Guarantee]		
8.0 Additional Clauses			
Clause	**Description**		
Integrity Pact to be Signed and Submitted along with Proposal	*[YES OR NO)*	Independent External Monitor, Name and Contact Details, E-mail ID & RITES Liaison Officer Contact Details, Email ID [TIA may verify & insert the name of	*Name, Address and e-mail id of IEM 1: *Name, Address and e-mail id of IEM 2 *Name, Address and e-

		IEMs & RITES Liaison officer in next column as applicable]	mail id of RITES Liaison Officer: ** TIA shall fill these details*
Price Variation (ITC-clause 5.2.2)	NO	Advance Payments Provided	NO

Section II: Instructions to Consultants (ITC)

1. The RFP Document

1.1. Basic Tender Details

This 'RFP Document' Document (hereinafter referred to as 'the RFP Document') details the terms and conditions for entering a contract for delivery of the Consultancy Services (hereinafter called 'the Services') described in Section VI: Terms of Reference (TOR). The 'Services' may include incidental Goods, Works, and other Services if so indicated. In this RFP Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited exclusively from the Consultants shortlisted (hereinafter called 'the Consultants') in the preceding EOI process (please see TIS for reference).

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), details tenets of interpretation (GCC-clause 1.1), definitions (GCC-clause 1.2), document conventions (GCC-clause 1.3) and abbreviations (GCC-clause 1.4), which shall also apply to the rest of the RFP Document.

1.3. Overview of Contents

1) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1.4, 1.5 and 1.6 below. A separate BOQ file for Financial Proposal on the eProcurement Portal is also part of this RFP Document. Any generic reference to RFP Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this RFP Document.
2) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC-clauses 1.5 and 1.6 below (as relevant).

1.4. Sections of the RFP Document

1.4.1 Sections of the RFP Document

Unless otherwise stipulated in AITC, the RFP Document contains the following sections, which are described in subsequent sub-clauses:

1) Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)
2) Section II: Instructions to Consultants (ITC)
3) Section III: Appendix to Instructions to Consultants (AITC)
4) Section IV: General Conditions of Contract (GCC)
5) Section V: Special Conditions of Contract (SCC)
6) Section VI: Terms of Reference (TOR)
    a) Section VI-A: List of Key Experts and Required Qualifications
7) Section VII: Evaluation/ Scoring Criteria

1.4.2 Section I: Request for Proposal Letter (RFPL) and its Appendix: Tender Information Summary (TIS)

Section I – Request for Proposal Letter (RFPL) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Consultant to decide on participating in the RFP. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

1.4.3 Section II: Instructions to Consultants (ITC) and Section III: Appendix to Instructions to Consultants (AITC)

Section II: "Instructions to Consultants" (ITC), along with Section III: "Appendix to Instructions to Consultants (AITC)", provides the relevant information as well as instructions to assist the Consultants in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, evaluation of Proposals, and contract award. In case of a conflict, provisions of AITC shall prevail over those in the ITC. Any generic reference to ITC shall also imply a reference to AITC as well. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from these Sections.

1.4.4 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITC/ AITC. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from terms and conditions in these Sections.

1.4.5 Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications

Section VI: Terms of Reference (TOR) describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity's inputs and counterpart personnel, statutory requirements of Services required etc. Section VI-A: 'List of Key Experts and Required Qualifications' describes the team composition, expertise, experience and professional qualifications required for each Key Experts. Any generic reference to TOR shall imply a reference to Section VI-A: 'List of Key Experts and Required Qualifications' as well. Consultants must fill up 'Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity' regarding these Sections. Regarding this Section, Consultants must fill out Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity.

1.4.6 Section VII: Evaluation/ Scoring Criteria

1) Section VII – Evaluation/ Scoring Criteria stipulates the scoring scheme for evaluating various Technical criteria. These may cover scoring of criteria relating to the Consultant's experience, Technical Approach and Methodology, understanding of requirements, qualification and experience of Key Experts, transfer of knowledge etc. It may also lay down a minimum technical score to qualify for the next stage of Financial Evaluation. In a specific evaluation scheme, instead of a scheme of scoring, a scheme may be laid down to evaluate criteria on a pass/ fail basis.
2) Consultants must fill up the following Forms regarding this Section:

    a) Form T-2: Consultant's Organisation and Experience
    b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
    c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
    d) Form T-5: Work Schedule and Planning for Deliverables
    e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs

        i) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

1.5. Forms (To be filled, digitally signed, and uploaded by Consultants)

Please refer to ITC-clause 1.4 above to relate the following forms to the corresponding Sections.

1) Technical Proposal:

a) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno-commercial and Financial Proposals)
b) Form T-1A: Consultant's Commercial Information
c) Form T-2: Consultant's Organisation and Experience
d) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
e) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
f) Form T-5: Work Schedule and Planning for Deliverables
g) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
h) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)
i) Form T-7: Terms and Conditions - Compliance
j) Form T-8: Checklist for Consultants. The consultant must also upload the Checklist to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.
k) Form T-9A: Bank Guarantee Format for Earnest Money Deposit
l) Form T-9B: Bid Securing Declaration
m) Form T-9C Mandate Form
n) Form T-10 (T-10/1, T-10/2, T-10/3): Integrity Pact
Annexure T-10A Guidelines on Banning of Business Dealings
o) Any other format/ Form if stipulated in AITC or considered relevant by the Consultant.

2) Financial Proposal

The financial proposal is to be submitted in a separate file available on the eProcurement Portal.

[**TIA Authority/SBU Head may finalize the Financial Proposal Formats based on their type of service contract as per CPP Portal requirement**]

1.6. Other Formats

1) Format 1: Contract Form (Required after Letter of Award)

   a) Appendix A: Terms of Reference
   b) Appendix B: Key Experts
   c) Appendix C: Remuneration Cost Estimates

      i) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract

   d) Appendix D: Reimbursable Expenses Cost Estimates
   e) Appendix E: Bank Guarantee Format for Performance Security

2) Format 2: Certification by Prospective Arbitrators – **Not Applicable**
3) Format 3: Authorisation to Attend Pre-Proposal Conference. (To be filled up, if required, by Consultant)

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Proposals are to be addressed to the ------ (Insert designation of Tender Inviting Authority & SBU with address). The Tender Inviting Authority (TIA) is the designated officer for clarifying this RFP Document. The contract may designate, as required, a counterpart Contract Manager (or Contract Management Team); and Paying authority who shall discharge the designated function during contract execution.

2.2. Right to Intellectual Property and confidentiality:

1) The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2) However, Consultants may share these to prepare and submit their Proposals with their employees, Sub-consultant(s) or holding Company after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.
3) This condition shall also apply to Consultants who do not submit a Proposal after downloading it or are not awarded a contract.
4) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:

   a) now or hereafter is or enters the public domain through no fault of Consultant;
   b) is legally possessed by Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
   c) otherwise lawfully becomes available to Consultant from a third party with no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

2.3. Right to Reject any or all Proposals

The Procuring Entity reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and issue another EOI/ RFP for the same or similar Services before the award of

the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding the Purpose of the RFP Document

The RFP Document is neither an agreement nor an offer to the prospective Consultant(s) or any other party. The purpose of the RFP Document is to provide the Consultant(s) with information to assist them in participation in this Procurement Process.

2.4.2 Regarding Documents/ guidelines

The RFP Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Consultants and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the RFP Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the RFP Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided in writing, in the documentary, or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.

2.4.4 Regarding RFP Document:

1) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on various matters, some of which may depend upon interpreting the 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 Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any Consultant, on such account.

3. Consultants – Participation in this RFP process

3.1. Eligibility to Participate

1) As the RFP following the earlier EOI shortlisting process, this invitation is open only to consultants who have been shortlisted therein or are specifically invited to participate. It is not permissible for the shortlisted consultants to transfer this RFP to any other firm without the permission of the Procuring Entity. Proposals from consultants who have not been shortlisted shall not be entertained.

2) **Continued Eligibility:**

a) The shortlisted Consultant must continue to meet the eligibility criteria prescribed in the EOI document (based inter-alia on which they were shortlisted), including restrictions on Consultants from specified countries as of the date of his Proposal submission and should continue to meet these till the award of the contract. Consultants shall be required to declare continued fulfilment of Eligibility Criteria in Form T-1 'Proposal Form (Covering Letter)'. Consultants must provide evidence of their continued eligibility to the Procuring Entity if requested.

b) Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees similarly continue to meet such eligibility criteria.

3) **Change in Structure or Associations:**

a) **Changes in Structure:** Any change in the structure, formation, eligibility, or qualifications of a shortlisted Consultant after being shortlisted/ invited to bid before submitting Proposals shall be subject to the written approval of the Tender accepting authority as defined in TIS (*Normally no association should be allowed with the Shortlisted or other Consultants except in special circumstances in which case it may be so mentioned in AITC)*. In the case of a JV/C, a change in the structure or formation of any member shall require such approval.

b) **Association among Shortlisted Consultants**: Unless otherwise stipulated in TIS/ AITC, if a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s) or (b) shortlisted Consultants, without vitiating the shortlisting criteria of the REOI. The shortlisted Consultant shall be a lead member when associating with non-shortlisted firms as a joint venture. If shortlisted Consultants associate with each other, any of them can be a lead member. A shortlisted Consultant must obtain the Procuring Entity's written approval in all such cases.

c) Any such changes shall be submitted for approval to the Tender accepting authority as defined in TIS, no later than 14 days after publishing the RFP document (*Normally no association should be allowed with the Shortlisted or other Consultants except in special circumstances in which case it may be so mentioned in AITC)*. Such approval shall be denied if (i) a shortlisted Consultant proposes to associate with an ineligible Consultant or, in case of an ineligible joint venture, any of its members (ii) because of the change, the consultant no longer substantially meets the qualification criteria outlined in REOI document, or (iii) if, in the opinion of the Procuring Entity, a substantial reduction in competition may result.

4) **Participation in only one Proposal:** The shortlisted Consultant shall not participate in more than one Proposal in this RFP Process. Participation in any capacity by a Consultant (including the participation of a Consultant as a Sub-consultant or as a member of a JV/C or vice-versa) in more than one Proposal shall result in the disqualification of all Proposals in which he is a party. Unless otherwise stipulated in TIS, this does not preclude a Sub-consultant or a Consultant's staff (if they are not submitting a proposal in their own name) from participating as Sub-consultant/ Key Experts/ Non-Key Experts in more than one Proposal. A shortlisted Consultant shall not be allowed to participate both as an individual Consultant and as a part of the joint venture or as a Sub-consultant.

5) **Sub-contracting:** The Consultant shall not subcontract the whole of the Services to sub-consultants. However, subject to the restrictions outlined in this RFP Document, a Consultant may

propose sub-contracting a part of the contract for specialised items of services, provided such a sub-consultant does not circumvent the eligibility and qualification criteria based on which the Consultant was shortlisted in the EOI process. The names and details of the sub-consultants must be clearly stated in the proposal submitted by the Consultant. Despite any approval of the Procuring Entity for such arrangements, the Consultant shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracted portion of services must not exceed the fraction of the contract value as specified in the RFP Document/ Contract (if not so specified, 25 (twenty-five) per cent). Sub-contracting by the Consultant without the approval of the Procuring Entity shall be a breach of contract.

3.2. Conflict of Interest

The Consultant must provide professional, objective, and impartial advice, holding the Procuring Organisation's interests paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the Procuring Entity in Form T-1 'Proposal Form (Covering Letter)' any actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Organisation. Failure to disclose such situations shall be treated as a violation of the Code of Ethics (ITC-Clause 15) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as nonresponsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

1) **Conflicting Associations:`**

    a) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
    b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or
    c) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this proposal; or
    d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or

2) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Procuring Entity to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.
3) **Conflicting Assignments:** would (including its Experts and Sub-consultants) or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.
4) **Commissions and Gratuities:** The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

5) **Conflicting Relationships:** has close business/ family relationship with a staff of the Procuring Organisation who are/ would be directly/ indirectly involved in any of the following activities:

    a) preparation of the RFP document or TOR of the Procurement Process

    b) evaluation of Proposals or award of Contract, or

    c) implementation/ supervision of the resulting Contract

4. The Terms of Reference (TOR) and Form of Contract

4.1. Facilities to be provided by the Procuring Entity

All inputs, relevant project data, and reports required for preparing the Consultant's Proposal shall be included in the TOR. Unless otherwise stipulated in the TOR, utilities or facilities (e.g., Rooms, Furniture, Transport, Access to IT Services etc.) shall NOT be provided by the Procuring Entity to the Consultant.

4.2. Forms of BOQ/ Contract and Selection Methods

Evaluation of Proposals and the resulting Contract shall be based on the form of BOQ/ Contract and the Selection method applicable for the RFP, as elaborated in ITC-Clause 11 and 12 below.

4.2.1 Time-Based (Inputs Admeasurement) form of BOQ/ Contract:

Unless otherwise stipulated in the TIS form of BOQ/ Contract shall be 'Time-Based (Inputs Admeasurement)'. In such contracts, the Consultant shall provide services on a timed basis according to the Terms of Reference. The Consultant's remuneration shall be determined based on the time spent by the Consultant in carrying out the Services based on (i) agreed-upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment and (ii) reimbursable expenses using actual expenses and/or agreed unit prices.

4.2.2 Lumpsum form of BOQ/ Contract

If it is stipulated in TIS that this is a Lumpsum form of BOQ/ Contract, then in this type of Contract, the Payments shall be linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, or software programs.

4.2.3 Other forms of BOQ:

TIS may stipulate other forms of BOQ, e.g. Unit Rate (Output Admeasurement) or Percentage forms of BOQ. AITC would detail the evaluation process for such forms of BOQ.

4.2.4 Selection Method

1) Unless otherwise specified in TIS, the selection method applicable in this RFP shall be Quality and Cost Basis Selection (QCBS). If so stipulated in TIS/ AITC following selection methods can also be used in this RFP:

    a) Least Cost Selection (LCS)
    b) Fixed Budget Selection (FBS).
    c) Single Source Selection (SSS)

2) Please refer to ITC-Clause 11 and 12 for details.

4.3. Inputs of Key Experts

4.3.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.

4.3.2 Procuring Entity may indicate in the RFP Document the estimated Key Experts' time input (expressed in person-month) or the estimated total cost of the assignment, but not both. This estimate is indicative, and the Consultants should base their proposal on their own estimates. However, if the Consultant has a strong justification (to be recorded in the Proposal) to include lesser time input of Key Experts than that indicated in the TOR, it shall be treated as a deviation and dealt with as per ITC-Clause 11.1.2.

4.3.3 In the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed for assignments. The total available budget shall be given in the RFP Document, indicating whether it is inclusive or exclusive of taxes. Proposals exceeding the total available budget will be rejected.

5. Proposal Prices, Taxes and Duties

5.1. Prices

5.1.1 Competitive and Independent Prices

a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

   i) those prices; or
   ii) the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

b) The prices should not be knowingly disclosed by the Consultant, directly or indirectly, to any other Consultant or competitor before the Financial Proposal opening unless otherwise required by law.

5.1.2 Price Components

Consultant shall indicate in the Price Schedule prices/ rates against all the specified components, including the unit prices and total Proposal prices.

5.1.3 Price Schedule

1) Consultants are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns in the price schedule should be filled up as required. If any column does not apply to a Consultant, he should clarify the same.
2) Consultants shall fill in rates other than zero value in the specified cells without leaving them blank.
3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Consultant, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of the Consultant's country and in India.

5.1.4 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

2) While quoting the basic rate, the Consultant should offset the input credit available as per the GST Act.
3) Please refer to ITC-Clause 5.3 for further details.

5.1.5 Currencies of Proposal and Payment

1) Unless otherwise stipulated in the AITC, the Consultant's currency of Proposal and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
2) Where the AITC permits quotations in different currencies, then, for Services performed in or sourced from India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted in Indian rupees or the currency stipulated in the AITC. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITC-clause 11.4.2 below.

5.1.6 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

5.2. Firm/ Variable Price

5.2.1 Firm Price

Unless otherwise stipulated in the AITC, prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

5.2.2 Price Variation Clause:

1) In case the RFP Documents require/ permit offers on a variable price basis, the price quoted by the Consultants shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the RFP Document.
2) If a Consultant submits a firm price quotation against a variable price quotation requirement, that Proposal shall be prima-facie acceptable and considered further, taking the price variation asked for by Consultant as nil.

5.3. Taxes

The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising from the Contract.

5.3.1 GST Registration Status:

1) All the Consultants should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consultants should be registered under GST and furnish a GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.
2) **GST Registration Number (15-digit GSTIN).** If the Consultant has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the service delivery shall be quoted. If the services provided are from multiple states, the Consultant should mention GST registration numbers for each state separately.
3) **Composition scheme:** If the Consultant has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
4) **Exemption from Registration:** If a Consultant is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability.

Consultant claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consultant fulfils all conditions prescribed in notification exempting him from registration. Such Consultant/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. The consultant should note that his offer would be loaded with the payable GST under the RCM. Further, the Consultant should notify and submit to the Procuring Entity within 15 days of becoming liable for registration under GST.

5.3.2 HSN Code and GST Rate:

1) If provided in this RFP Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Consultant to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them

    a) As per the GST Act, the Proposal and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the Proposal/ contract price (exclusive of GST).
    b) If the price is stated to be inclusive of GST, the Consultant must declare the current applicable rate included in the price. Consultants should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.

2) **Applicability to Imported Goods/ Services:** If imported into India, the supply of commodities, services, or both shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
3) The tenderers in their bids shall indicate the details of their jurisdictional Officers (Designation, address & email ID in Form T-1A). In case the of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by the Procuring Entity to the Jurisdictional Assessing Officer mentioned in the Tenderer's proposal.

5.4. Payments

5.4.1 General

Unless otherwise stipulated in AITC, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

5.4.2 No Advance Payments

Unless otherwise stipulated in AITC, the Procuring Entity shall make no advance payment of any type (Mobilization, secured advances, etc.). If AITC does stipulate advance payments, these shall be subject to conditions stipulated therein.

5.4.3 Payments to JV/C

If JV/C is successful in the bid, the contract will be awarded in the name of JV/C. The JV/C agreement should be executed within 15 days of receipt of Letter of Acceptance and the JV/C Agreement duly registered in accordance with law so as to be legally valid and binding on the members/partners. The mode of payment to JV/C will be as per GCC clause 10.3 (6).

6. Downloading the RFP Document; Corrigenda and Clarifications

6.1. Downloading the RFP Document

The RFP document can be downloaded as per the details given in RFPL clause 2.2.

6.2. Corrigenda/ Addenda to RFP Document

1) Before the deadline for submitting Proposals, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document.
2) To give reasonable time to the prospective Consultants to take such corrigendum/ addendum into account in preparing their Proposals, the Procuring Entity may suitably extend the deadline for the Proposal submission as necessary. After the procuring entity makes such modifications, any Consultant who has submitted his Proposal in response to the original invitation shall have the opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission as per ITC-clause 9.4.1 below.
3) The Procuring Entity may extend the deadline for the RFP submission by issuing an amendment. In this case, all rights and obligations of the Procuring Entity and the consultants previously subject to the original deadline shall then be subject to the new deadline for the RFP submission.

6.3. Clarification of the RFP Document

As detailed in RFPL clause 2.3, a Consultant requiring any clarification regarding the RFP Document may seek clarification through the eProcurement Portal. The Procuring Entity shall respond no later than seven days before the deadline for RFP submission. The query and clarification shall be shared with all Consultants on the portal without disclosing its source. If a modification of the RFP document is warranted due to such clarification, an addendum/ corrigendum shall be issued as per ITC-Clause 6.2 above.

7. Pre-Proposal Conference

1) If a Pre-Proposal conference is stipulated in the TIS, prospective Consultants interested in participating in this tender may attend a Pre-Proposal conference to clarify the techno- commercial conditions of the RFP at the venue, date and time specified therein.
2) Participation is not mandatory: However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
3) The date and time by which the written queries for the Pre-Proposal must reach the authority and the last date for registration for participation in the Pre-Proposal conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-Proposal conference.
4) Delegates participating in the Pre-Proposal conference must provide a photo identity and an authorization letter as per Format 3: "Authorization to attend a Pre-Proposal Conference" from their Company/ principals; else, they shall not be allowed to participate. The pre-Proposal conference may also be held online at the discretion of the Procuring Entity.

5) After the Pre-Proposal Conference, Minutes of the Pre-Proposal conference shall be published on the Procuring Entity's portal within seven days from the Pre-Proposal Conference. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document. As per ITC-clause 6.2 above, to give reasonable time to the prospective Consultants to consider such clarifications in preparing their Proposals, the Procuring Entity may suitably extend, as necessary, the deadline for the Proposal submission.

8. Preparation of Proposals

8.1. The Proposal

8.1.1 Language of the Proposal

Unless otherwise stipulated in the AITC, the Proposal submitted by the Consultant and all subsequent correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the language specified in the AITC /SCC (hereinafter referred to as the 'Proposal Language'. If nothing is specified, the language shall be English). However, the language of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language provided a certified translation accompanies it in the Proposal language. For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

8.1.2 Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Consultant is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and not entertain any request from the Consultants.

8.1.3 Cost of preparation and submission of Proposals

The Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Consultant(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

8.1.4 Interpretation of Provisions of the RFP Document

The RFP document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context, contrived, or between-the-lines interpretation is unacceptable.

8.1.5 Alternate Proposals are not Allowed.

Unless otherwise stipulated in the AITC, conditional offers, alternative offers, and multiple Proposals by a Consultant shall not be considered. The Portal shall permit only one Proposal to be uploaded.

8.2. Documents comprising the Proposal:

8.2.1 Techno-commercial Proposal/ Cover

"Technical Proposal" shall include inter-alia the scanned copies of duly signed or digitally signed copies of forms as per ITC-Clause 1.5 in pdf format. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive*.

8.2.2 Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the eProcurement Portal. It should be filled considering all financially relevant details, including Taxes and Duties, as per ITC-clause 5.3. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal*. *A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.*

8.3. Proposal Validity

1) Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than 90 from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as nonresponsive.
2) In case the day upto which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Proposal validity shall automatically be deemed to be extended upto the next working day.
3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.

    a) The Consultant has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
    b) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
    c) If any Key Experts become unavailable for the extended validity period, the Consultant shall seek permission to substitute another Key Expert. The Consultant shall provide adequate written justification and evidence to the Procuring Entity with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed one. The technical evaluation score, however, shall remain based on the evaluation of the CV of the original Key Expert.
    d) If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal shall be rejected.

8.4. Bid Security/EMD & Bid Security Declaration Related Documents

8.4.1 Bid Security/EMD

1) The Bidder/Consultants who are not exempted from submission of bid security/EMD, shall furnish along with its Bid, earnest money for amount as shown in the TIS/AITC. The EMD, in case of JV/C shall be submitted by the Lead member of JV/C. The earnest money is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under sub-clause (5) below.

2) Following category of Bidder/Consultants are exempted from payment of earnest money. In case the Bidder falls in these categories, it should furnish/ upload certified copy of its valid registration details:
    a) Bidder/Consultants who are currently registered and, also, shall continue to remain registered during the Bid validity period as Micro & Small Enterprises (MSEs)
    b) Start-ups as per definition of DPIIT
    c) Any other category of Bidder/Consultant exempted from submission of EMD if mentioned in AITC

3) Unless otherwise specified in the TIS/ AITC, the earnest money shall be furnished in one of the following forms:
    a) Account Payee Demand Draft or
    b) Fixed Deposit Receipt or
    c) Banker's cheque
    d) Insurance Surety Bond
    e) Bank Guarantee/e- Bank Guarantee from any of the scheduled commercial banks

4) The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the TIS. Unless otherwise specified in TIS, the earnest money shall be valid for a period of forty-five days beyond the final bid validity period . **Document for establishing submission or waiver of EMD must be uploaded.**

5) Earnest money of a Bidder/Consultant shall be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The EMD shall be forfeited if the successful bidder fails or refuses to submit the original documents for scrutiny as per clause 12.2 of ITC. The successful Bidder's earnest money shall also be forfeited if they are awarded the contract and they fail or refuse to sign the contract, or if it fails to furnish the required performance security within the specified period. In case of forfeiture of EMD, GST if applicable shall be recovered as per prevailing rate from the Consultant/bidder. **In case of forfeiture of Earnest Money as prescribed herein above, the Bidder shall not be allowed to participate in the retendering process of the work.**

6) Unsuccessful Bidders'/Consultants' earnest money shall be returned to them without any interest, after expiry of the final Bid validity and latest on or before the 30th day after the award of contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc., should be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

7) The Bid Security (EMD) of the successful Bidder/Consultants shall be discharged when the bidder has furnished the required Performance Security and signed the Agreement.
8) The bidders shall submit RTGS/NEFT Mandate Form as per Form T-9C dully filled in.

8.4.2 Bid Security Declaration:

Bidders who are exempted from submission of bid security /EMD as referred in TIS shall submit Bid Security Declaration (BSD) as per details below. **Document for establishing submission or waiver of EMD must be uploaded.**

1) In lieu of Bid Security, the exempted Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form T-9B: Bid Security Declaration, along with its Technical Proposal. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
    (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
    (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
        i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
        ii) fails or refuses to sign the contract
3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
    (a) receipt by Bidder of the Procuring Entity's notification
        i) of cancellation of the entire tender process or rejection of all bids or
        ii) of the name of the successful bidder
    (b) forty-five days after the expiration of the bid validity or any extension thereof or
    (c) not later than thirty days after the conclusion of the resultant contract.
4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9. Signing and Uploading Proposals

9.1. Relationship between Consultant and eProcurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between the Consultant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Consultants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

9.2. Signing of Proposal

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposals on behalf of the Consultant along with Form T-1: Proposal Form (Covering Letter).

9.3. Submission/ uploading of Proposals.

9.3.1 Submission/ Uploading to the Portal

Further to details mentioned in RFPL clause 6:

1) Proposals must be uploaded on the eProcurement Portal mentioned in the TIS until the deadline for the Proposal submission as notified therein. If the office happens to be closed on the deadline to submit the Proposal as specified above, this deadline shall not be extended. No manual Proposals shall be made available or accepted for submission. Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.
2) In the case of downloaded documents, the Consultant must not make any changes to the contents of the documents while uploading, except for filling in the required information– otherwise, the Proposal shall be rejected as nonresponsive. Uploaded Pdf documents should not be password protected. Consultants should ensure the clarity/ legibility of the scanned documents uploaded by them.
3) The date and time of the e-Procurement server clock (also displayed on the dashboard of the consultants) shall be the reference time for deciding the closing time of the Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender process.
4) Only one copy of the Proposal can be uploaded, and the Consultant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time. A proposal submitted by a Joint Venture shall be digitally signed by an authorized representative with a written power of attorney signed by each member's authorized representative to legally bind all members.
5) Unless otherwise instructed in the RFP Document, the consultant need not sign or up-load the Sections in ITC-clause 1.4 above while uploading his Proposal. However, they must declare in his Proposal Form (Form T-1: Proposal Form) that they have read, understood, complied with, and stand bound by all requirements of these sections:
6) Unless otherwise specified, in TIS, originals of the EMD/ Bid Security instrument must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at the venue mentioned in TIS. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for such physical submission, the physical submission deadline shall stand extended to the next working day at the same time and venue.
7) The Procuring Entity reserves its right to call for verification, at any stage of evaluation, especially from the successful Consultant(s) before the issue of a Letter of Award (LoA), originals of uploaded scanned copies of documents (uploaded at REOI and in the RFP stages). If a consultant fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity (see clause 15 below). Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach.

8) Regarding the protected Price Schedule (excel format, Cover-2), the Consultant shall only enter his name in the space provided in the specified location. Consultant shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.
9) All Proposals uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the Proposal before uploading and take a printout of the system-generated submission summary to confirm the successful Proposal upload.

9.3.2 Implied acceptance of procedures by Consultants

Submission of Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the RFP Document.

9.4. Modification, Resubmission and Withdrawal of Proposals

9.4.1 Modification & Resubmission

Once submitted in e-Procurement, the Consultant cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Consultants for any number of times superseding earlier Proposal(s) before the submission date and time is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall consider only the last Proposal submitted.

9.4.2 Withdrawal

1) The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.
2) No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal validity period expires. If a Consultant withdraws the Proposal during this period, the Procuring Entity shall be within its right to forfeit the Bid Security (or enforce the Bid Securing Declaration, if it was allowed in lieu of Bid Security), in addition to other punitive actions provided in the RFP Document for such misdemeanour as per clause 8.4 above.

10. Proposal Opening

The Proposals shall be opened on or after the date & time of the opening stipulated in TIS. Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Proposal opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Proposals shall be opened at the appointed time on the next working day.

11. Evaluation of Proposals and Award of Contract

11.1. General norms

11.1.1 Evaluation is based only on declared criteria.

1) The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by Procuring Entity. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document. The Selection Method to be used for evaluation and the Type of Contract (Price Structure) is mentioned in the TIS.

2) The determination shall not consider the qualifications of other firms, such as the consultant's subsidiaries, parent entities, affiliates, or any other firm(s) different from the consultant.
3) Consultants planning to subcontract any Key Activities indicated in Section VI: Terms of Reference (TOR) and its sub-sections must ensure compliance with ITC-Clause 3 above.
4) Information relating to the evaluation of RFPs and evaluation results shall not be disclosed to any participant or any other persons not officially concerned with such process until the notification of shortlisting is made in accordance with clause 13.1 below.

11.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

1) During the evaluation of Proposals, the following definitions apply:

    a) "Deviation" is a departure from the requirements specified in the RFP Document;
    b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
    c) "Omission" is failing to submit part or all of the information or documentation required in the RFP Document.

2) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:

    a) which affects in any substantive way the scope, quality, or performance standards of the Services;
    b) which limits in any substantive way, inconsistent with the RFP Document, the Procuring Entity's rights, or the Consultant's obligations under the contract; or
    c) Whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive Proposals.

3) The decision of the Procuring Entity shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.
4) Variations, deviations, and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Procuring Entity, which would become part of the contract.
5) The Procuring Entity reserves the right to accept or reject Proposals with minor deviations. Wherever necessary, the Procuring Entity shall convey its observation as per ITC-clause 11.1.3 below on such 'minor' issues to the Consultant by registered/ speed post/ electronically etc., asking Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as nonresponsive.

11.1.3 Clarification of Proposals and shortfall documents

1) During the evaluation of Techno commercial or Financial Proposals, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the Purchasing Entity shall not be considered.

2) The Procuring Entity reserves its right to, but without any obligation to do so, seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant. There is a provision on the portal for requesting Short-fall documents from the Consultants. The system allows taking the shortfall documents from consultants only once after the technical Proposal opening.
3) If the consultant fails to provide satisfactory clarification and/or missing information, its RFP shall be evaluated based on available information and documents.

11.1.4 Contacting Procuring Entity during the evaluation

From Proposal submission to awarding of the contract, no Consultant shall contact the Procuring Entity on any matter relating to the submitted Proposal. If a Consultant needs to contact the Procuring Entity for any reason relating to this tender and/ or its Proposal, it should do so only in writing or electronically. Any effort by a Consultant to influence the Procuring Entity during the processing of Proposals, evaluation, Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the RFP Document.

11.2. Evaluation of Proposals

11.2.1 Preliminary Examination of Proposals - Determining Responsiveness

A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITC, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

1) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
2) Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
3) Required Bid Security (EMD) (or Bid Securing Declaration BSD if permitted) has not been provided.
4) Consultant no longer complies with the eligibility criteria in the preceding EOI process based on which they were shortlisted for participation;
5) The Services offered are not eligible as per the provision of this tender.
6) The consultant has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITC.
7) The Proposal validity is shorter than the required period.
8) The Proposal departs from the essential requirements stipulated in the bidding document;
9) The consultant has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations
11) Furnishing wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

11.2.2 The evaluation process

Unless otherwise stated, only the techno-commercial Proposals shall be opened on the stipulated date of opening of Proposals. After that, the techno-commercial evaluation shall ascertain whether these Proposals meet the requirements of the Terms of Reference, Technical Criteria and Minimum Score. Subsequent opening of financial Proposals and financial evaluation shall be done only of Proposals declared successful in techno-commercial evaluation. The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation results are declared and Financial proposals are opened.

11.3. Techno-commercial Evaluation

11.3.1 Evaluation of Technical Proposals/ Score

1) Procuring Entity shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'. This determination shall, inter-alia, consider the Consultant's (i) "Specific experience of the Consultant (as a firm) relevant to the Assignment"; ii) "Adequacy and quality of the proposed methodology, and work plan"; iii) "Key Experts' qualifications and competence for the Assignment".
2) In the case of JV/C, the evaluation of the Technical proposal shall include the credentials of all members, including non-substantial members.
3) If it is established that any Key Expert nominated in the Consultant's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as a violation of the Code of Ethics and would be liable for penalties thereunder.
4) All Key Experts (including the Team Lead) must meet the minimum requirements specified in Section VI-A: List of Key Experts and Required Qualifications. If any Key Expert fails to meet these minimum requirements, his score shall be evaluated as Nil. If any Key Expert or Team Lead of the successful consultant scores less than the specified percentage of the maximum score (or 50%, if not so specified), Procuring Entity shall be entitled to ask for a better replacement before the negotiations as per ITC-Clause 12 below.

11.3.2 Evaluation of Conformity to Commercial and Other Clauses

Consultants must comply with all the Commercial and other clauses of the RFP Document as per submissions in Form T-7: 'Terms and Conditions – Compliance'. The Procuring Entity shall also evaluate the commercial conditions quoted by the Consultant to confirm that all essential terms and conditions stipulated in the RFP Document have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Consultant. Deviations from or objections or reservations to critical provisions such as those concerning (but not limited to) Governing laws and Jurisdiction (GCC Clause 3), Consultant's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 9.6), Taxes & Duties (GCC Clause 10.2), and Code of Integrity (GCC Clause 13) shall be deemed to be a substantive deviation and treated as unresponsive as per clause 11.1.2 (3) above.

11.3.3 Evaluation of Techno-commercially Suitable Consultants and Opening of Financial Proposals

Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in Section VII: Evaluation/ Scoring Criteria. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated therein. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Consultants shall be declared on the Portal announcing a date/time and venue for opening their financial Proposals (not less than 10 days from this declaration, in line with ITC-Clause 14 below). The Procuring Entity shall notify all Consultants whether their proposal was

found responsive/ non-responsive to the RFP and TOR and whether they met the minimum qualifying technical score. Financial proposals of successful Consultants only shall be opened online. The financial proposals of unsuccessful Consultants shall remain encrypted and unopened.

11.4. Financial Proposals Evaluation and Ranking of Proposals

11.4.1 Financial Proposals Evaluation

1) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the selection method declared in the RFP Document (LCS/ QCBS/ FBS) and ranked accordingly.
2) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Procuring Entity's pocket, to be paid to the Consultant or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies etc.
3) In the case of JV/C, the financial credentials of non-substantial members shall not be considered in the financial evaluation.
4) As per policies of the Central Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Consultants as indicated in the RFP Document.
5) evaluation of Proposals shall include and consider the following taxes/ duties, as per ITC-clause 5.3 above:

    a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties shall be contractually payable on the Services and incidental Goods if a contract is awarded to the Consultant;
    b) The offers shall be evaluated based on the GST rate quoted by each Consultant, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Consultant. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
    c) If GST is quoted extra but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
    d) If a bidder enters "zero/blank" GST or an erroneous GST, the financial evaluation will be done considering the "Zero" or quoted GST rate, as the case may be. In cases where the successful bidder quotes the wrong GST rate for releasing the order, the following methodology will be followed:

        i) If the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on the actual GST rate.
        ii) If the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

6) **Correction of Errors/ adjustments:**

    a) **Loading for Deviations:** Unless announced beforehand, the quoted price shall not be loaded based on deviations in commercial conditions. If it is so declared, such loading of a financial Proposal shall be done as per the relevant provisions;
    b) **Discrepancies between Technical and Financial Proposal:**

i) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
ii) If a Lump-Sum contract selection method is declared in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.
iii) If a Time-Based contract selection method is declared in the RFP, in case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, any higher quantities in Technical Proposal shall prevail, and the quoted total prices shall be assumed to apply to this higher quantum. The unit rate for such activity shall be accordingly adjusted. No such correction shall be done if quantities are lower in the Technical proposal.

c) **Discounts and Rebates:** If any Consultant offers conditional discounts/ rebates in his Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per the selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
d) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial Proposal submission and not on any future date.

7) **Ambiguous Financial Proposal:** If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.
8) **Time-Based (Input Admeasurement) Contracts:** The Consultant's Proposal must include the Key Experts' time-input person-months not less than the minimum specified in Section VI-A: List of Key Experts and Required Qualifications.

a) **Minimum Time Inputs:** if a Proposal includes less or more than the required minimum person-month time input, the proposal shall be considered as per sub-clause 6. b)-iii) above for that key-position
b) The proposal shall be evaluated based on remuneration cost plus reimbursable expenses as quoted by the consultants in the prescribed financial forms. The travel expense (TA/DA for authorized travel outside the home station) shall be reimbursed by the Procuring Entity on an actual basis. It shall be limited to the entitlement in Appendix D to the Contract Form. Therefore, travel expenses (TA/DA for authorized travel outside the home station) need not be quoted in the financial proposal for evaluation.

9) **Least-Cost Selection:** In the case of Least-Cost Selection (LCS), the Procuring Entity shall select the Consultant with the lowest evaluated total price among techno-commercially suitable proposals and invite such a Consultant to negotiations as per ITC-Clause 12 below. If the same lowest evaluated price is quoted by more than one Consultant, the consultant with a higher technical score (or higher Average Annual Turnover, in case of fail-pass technical criteria) shall be selected for negotiation.
10) **Quality and Cost-Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub-clauses below. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks

and ranked H-1 will be invited for negotiations as per ITC-Clause 12 below. If two or more bids have the same highest score in the final ranking, the bid with a higher financial score will be H-1.

a) The Technical Proposals are given an absolute technical score (Ta out of max 100) based on the evaluation criteria in Section VII: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score Sf below, a relative Technical Score (St) based on their relative ranking shall be calculated. The highest evaluated Technical Score (Ta-max) is assigned the maximum relative Technical Score (St) of 100 (Hundred). The formula for determining the relative Technical scores (St) of all other Proposals is as follows:

St = 100 x Ta/ Ta-max,

in which "Ta-max" is the highest evaluated absolute Technical Score, "St" is the relative Technical score calculated, and "Ta" is the absolute Technical Score of the proposal under consideration. This normalisation would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.

b) The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (Fm) being assigned the maximum financial score (Sf) of 100 (Hundred). The formula for determining the financial scores (Sf) of all other Proposals is as follows:

Sf = 100 x Fm/ F,

in which "Fm" is the price of the lowest offer, "Sf" is the financial score calculated, and "F" is the price of the proposal under consideration.

c) The weights given to the Technical (T) and Financial (P) Proposals are specified in AITC:
T (the weight given to the Technical Proposal) in %, and
P (the weight given to the Financial Proposal) in % (with T + P = 100%)

d) Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

S = (St x T + Sf x P)/100.

in which "S" is the combined QCBS score, "St" is the relative technical score calculated as per sub-clause a) above and "Sf" is the financial score calculated as per sub-clause b) above.

e) All scores shall be calculated up to two decimal places only.

11) **Fixed Budget Selection (FBS):** In the case of FBS, those Proposals that exceed the budget indicated in the RFP Document shall be rejected. The Procuring Entity shall select the Consultant having the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract. In case more than one Consultants share the same highest technical score, the consultant whose financial proposal is lower shall be invited to negotiate the contract.

11.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

Unless otherwise stipulated in TIS, the RFP shall be only a Domestic procurement where rates are to be quoted and paid in Indian Rupees (INR) only. If explicitly stipulated in the TIS that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

1) Currency of Tender

In GTE tenders, if permitted in AITC, the Proposal price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Goods/ Services delivered in India and agency commission, if any) should be stated in Indian Rupees.

2) Evaluation of Offers

For financial evaluation, all Proposals shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling" exchange rate on the last deadline for the Proposal submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from Procuring Entity's pockets, including all applicable taxes and duties (Customs duty, GST, and GST Cess). For Proposals with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity's bankers) should also be loaded. Import of Goods or services or both attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

The terms FOB, FAS, CIF, DDP etc., shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12. Contract Negotiation

12.1. Invitation to Negotiate

The negotiations shall be held at the date and address announced after the selection of the successful Consultant with their representative(s), who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant. During the negotiations, it shall be ensured that no undue advantage accrues to the Consultant and that nothing shall vitiate the basis on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant's authorized representative.

12.2. Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to present the originals of all such documents whose scanned copies were submitted online during shortlisting process and this RFP process. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Code of Integrity.

12.3. Availability of Key Experts:

As a pre-requisite to the negotiations, the invited Consultant shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts' availability may result in the Consultant's Proposal being declared non-responsive and the Procuring Entity proceeding to negotiate the Contract with the next-ranked responsive Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a

substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

As per ITC-Clause 11.3.1-4), Procuring Entity reserves its right to seek during negotiations the replacement of the Team Leader/ other Key Experts who score below the minimum score if specified.

12.4. Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the 'Appendix A: Terms of Reference' part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract lest the quality of the final product, its price, or the initial evaluation be vitiated.

12.5. Financial Negotiations

12.5.1 General

1) The Financial negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.
2) **Lump-Sum form of BOQ**: In the case of a Lump-Sum contract, if the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal shall not be negotiated.
3) **Time-Based (Input Admeasurement) form of BOQ**: In the case of a Time-Based contract, unit rate negotiations shall not take place except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by comparable consultants in comparable contracts. Then Procuring Entity may request the Consultant to clarify the breakdown of remuneration rates during the Contract negotiations. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years to substantiate its breakup of remuneration rates. If clarifications are not satisfactory Procuring Entity may ask the Consultant to reduce the rates. The Procuring Entity shall specify the format for clarifying the remuneration rates' structure under this Clause. A breakdown of Remuneration sheets agreed upon at the negotiations shall form part of the negotiated contract and be included as an Annex to Appendix C in the Contract.

12.6. Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which shall be initialled by the Procuring Entity and the Consultant's authorized representative.

If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity for the Consultant to respond. If disagreement persists, the Procuring Entity shall declare the proposal non-responsive, informing the Consultant of the reasons for doing so. The Procuring Entity shall invite the next-ranked responsive Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

13. Award of Contract

13.1. Letter of Award (Acceptance - LoA) and Signing of Contract

13.1.1 Letter of Award (LoA)

After 10 days from the conclusion of negotiations (in line with ITC-Clause 14 below), the Consultant whose Proposal has been accepted shall be notified of the award by the Procuring Entity before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the Consultant in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

13.1.2 Performance Security

1) Within the number of days stipulated in AITC (or 21 days if not specified) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the Consultant to the Procuring Entity. In case of JV/C, the Performance Security shall be provided by the lead member.
2) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit EMD (or enforce Bid Securing Declaration if it was permitted to be submitted in lieu of Bid Security). In case of forfeiture of Earnest Money as prescribed herein above, the Bidder shall not be allowed to participate in the retendering process of the work.

13.1.3 Signing of Contract

1) **Publication of Results**: The Procuring Entity shall send to each techno-commercially suitable Consultant the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

    a) the name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;

    b) the contract price of the successful Proposal;

    c) the names of all Consultants included in the short list for RFP, indicating those that submitted Proposals;

    d) the final combined scores and the final ranking of the Consultants

    e) The name and address of the successful Consultant(s) receiving the contract(s) shall be published in the eProcurement Portal (https://etenders.gov.in/eprocure/app) of the Procuring Entity.

2) After the award notification, the Procuring Entity shall share a copy of the Contract Agreement (as per Format 1: Contract Form along with sub-formats) to a successful Consultant for review. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt. The Contract Agreement shall be executed within 21 days after the date of issue of the Letter of Acceptance and after submission and verification of the Performance Security.
3) If asked by the Procuring Entity, the successful Consultant shall return the original copy of the contract, duly signed, and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.

14. Grievance Redressal/ Complaint Procedure

1) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of the declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the **(mention complete address of Divisional Head)**.
2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

    a) Only a Consultant who has participated in the procurement process, i.e., pre-qualification, Consultant registration or bidding, as the case may be, can make such representation.
    b) Only a directly affected Consultant can represent in this regard.
    c) In the case of EOI, before the bidding of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a Consultant who has qualified in the EOI;
    d) If a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Consultant whose technical Proposal is found to be acceptable.

4) No third-party information (RFPs, evaluation results) can be sought or included in the response.
5) The following decisions of the Procuring Entity shall not be subject to review:

    a) Determination of the need for procurement.
    b) Complaints against Terms of Reference except under the premise that they are either vague or too specific to limit competition
    c) Selection of the mode of procurement or bidding system;
    d) Choice of the selection procedure.
    e) Provisions limiting the participation of Consultants in the Procurement Process, in terms of policies of the Government
    f) Provisions regarding purchase preferences to specific categories of Consultants in terms of policies of the Central Government
    g) Cancellation of the Procurement Process except where it is intended to subsequently re-tender the same Services.

15. Code of Integrity in Public Procurement, Misdemeanours and Penalties:

Procuring authorities, Consultants, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered part of this clause of ITC (even though it is not being reproduced here for brevity) and shall apply mutatis mutandis during the pre-award Procurement Process.

Section III: Appendix to Instructions to Consultants (AITC)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention …] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}

Note for Consultants: Following clauses (in column 1), wherever these appear in ITC, shall be taken to be negated or additional provisions be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITC and that in the AITC, the provision contained in the AITC shall prevail.

ITC-Clauses	**To be read as**
ITC 1: Contents of RFP	
ITC 1.4.1	**8) Above sections shall be read with Correction Slip (CS) Nos. __ to __ *** **(* to be filled by Tender Inviting Authority)**
ITC 1.3, 1.4, 1.5	*[Mention any additional Sections, Forms or Formats in the RFP]*
ITC 3 Consultants - Participation in this RFP Process	
ITC 3.1	*[Mention if shortlisted Consultants are not allowed to associate with other shortlisted/non-shortlisted Consultants]* [Yes/No] *Note: Normally no association should be allowed with the Shortlisted or other Consultants except in special circumstances in which case it may be so mentioned herein.*
ITC 3.1	*Mention if the participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not allowed] [Yes/No]*
ITC 3.1	*Mention If Subcontracting is allowed.: [Yes/No]*
ITC 4 The Terms of Reference and Form of Contract	
ITC 4.1	*[Mention facilities, if any, to be provided by the Procuring Entity to Consultant]*
ITC 5. Proposal Prices, Taxes and Duties	
ITC 5.1.5	*[If prices are permitted to be quoted in currencies other than INR also, as in the case of Global Tenders]*
ITC 5.2.1	Variation on account of any increase or decrease in the defined scope of services is allowed subject to such variations being ordered by the Contract Manager in writing & further subject to the condition that such variation shall not be more than plus (+) 25% or as defined in Section V: SCC. The price payable for such variation shall not exceed the prices quoted by the bidder in the contract. For items which are not included in the contract the prices shall be mutually agreed upon subject to maximum of prevailing market rate. In case of reduction in scope of work the cost for actual work done shall be payable.
ITC 5.2.2	***Price Variation Clause is not applicable***
ITC 5.4.1	*[Mention payment terms/stages of payment]* *Note: GCC Clause 10.5.1,10.5.3, 10.5.4 & 10.5.5 may also be referred by TIA for finalizing the payment terms*
ITC 5.4.2	***Advance Payment Not Allowed***

ITC 6 to 10	Downloading, Preparation, Submission and Opening of Proposals
ITC 8.1.1	*[Language in which Proposals are to be submitted – English or otherwise]*
ITC 8.2.1	*[Mention if Integrity Pact is to be Signed and Submitted along with Proposal. Include the Name and Contact Details of the Independent External Monitor (IEM) for Integrity Pact]*
ITC 8.4.1 (3) (e)	**Verification of Bank Guarantee (BG)** In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:- a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be routed through SFMS platform and IFN 767 must be sent from BG issuing Bank to Indian Bank. b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch alongwith the original Bank Guarantee or extension of BG as the case may be. c) Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank. **Bank details are as follows:** i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon. ii. Bank account No:6597266376 iii. Branch IFSC: IDIB000S149 iv. Branch MICR code: 110019038
ITC 9.3.1	1. To participate in the E-Bid submission for RITES, it is mandatory for the bidders/consultants to get their firms registered with CPP Portal *https://etenders.gov.in/eprocure/app.* 2. The bidders/consultants are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders/consultants in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. **3. REGISTRATION:** a) Bidders/consultants are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: *https://etenders.gov.in/eprocure/app*) by clicking on the link **"Online Bidder Enrolment"** on the CPP Portal which is free of charge. b) As part of the enrolment process, the bidders/consultants will be required to choose a unique username and assign a password for their accounts.

c) Bidders/consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders/consultants will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

e) Only one valid DSC should be registered by a bidder/consultant. Please note that the bidders/consultants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

f) Bidders/consultants can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

4. SEARCHING FOR TENDER DOCUMENTS:

a) There are various search options built in the CPP Portal, to facilitate bidders/consultants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders/consultants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders/consultants have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders/consultants through SMS/E-mail in case there is any corrigendum issued to the tender document.

c) The bidder/consultant should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. PREPARATION OF BIDS:

a) Bidder/consultant should take into account any corrigendum published on the tender document before submitting their bids.

b) Bidder/consultant is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Bidders/consultant, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders/consultants. Bidders/consultants can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. SUBMISSION OF BIDS:

a) Bid can be submitted only during validity of registration of bidder with CPPP E-Procurement Portal.

b) Bidder/consultant should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder/consultant will be responsible for any delay due to other issues.

c) The bidder/consultant has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

d) Bidder/consultant has to select the payment option as "offline" to pay the cost of tender document and EMD as applicable and enter details of the instruments.

e) Bidders/consultants should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in AITC/TIS. The original should be posted/couriered/given in person to the concerned official, so as to reach him within the deadline for the Bid/ proposal submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise, the uploaded bid will be rejected.

f) Bidders/consultants are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the Bidders/consultants. Bidders/consultants are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders/consultants, opening of bids etc. The Bidders/consultants should follow this time during bid submission.

h) All the documents being submitted by the Bidders/consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

i) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

j) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details.

k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.

l) Bidder/consultant who has downloaded the tender from Central Public Procurement Portal (CPPP) website *https://etenders.gov.in/eprocure/app* shall not tamper/modify the tender form including downloaded Price Bid Template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with RITES Ltd.

7. ASSISTANCE TO BIDDERS/CONSULTANTS:

a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support-eproc@nic.in

b) Bidders/consultants information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page

c) It is mandatory for all Bidders/consultants to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders/consultants can see the list of licensed CAs from the link *https://www.cca.gov.in*

d) Bidder/consultant shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.

e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 9.2 of ITC are different, even then all the terms and conditions of the tender document will be binding upon the bidder/consultant.

8. PREPARATION AND SUBMISSION OF BIDS:

a) Tender document may be downloaded from CPPP and from RITES website *https://www.rites.com* under the link 'Tender' well before the deadline for submission of bids. The bids alongwith the information and documents specified in tender document, shall be submitted online following the instructions appearing on the screen.

   Users are requested to map their system as per the System settings available on the link *https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page* on the CPP portal.

b) After downloading/getting the tender document/schedules from *https://etenders.gov.in/eprocure/app* the Bidder/consultant should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the Bidder/consultant has read all the terms and conditions before submitting their offer. Bidders/consultants are advised that prior to bid submission they should read the bid submission manual available on CPP Portal *https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page* website

c) Bidders/consultants may ensure that all the pages of the documents mentioned in Clause 1.5 of ITC must be signed & stamped by authorized

	signatory and serially numbered. In case, it is found that Bidder/consultant has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender. d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal *https://etenders.gov.in/eprocure/app* using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC. Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website *https://etenders.gov.in/eprocure/ app* Bidders/consultant are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at *https://etenders.gov.in/eprocure/ app* Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Intending tenderers are advised to visit CPPP website *https://etenders.gov.in/eprocure/ app* till the specified date and time of opening of tender to check if there is any extension of deadline of submission of tender.
ITC 11 and 12 Evaluation of Proposals and Award of Contract	
ITC 11.2.1	*[Mention if additional criteria for responsive Proposals are proposed]*
ITC 11.4.1	*[Mention the weights to the Technical and Financial Proposal as per their service requirement]*
ITC 11.4.2	The tender is open only for domestic bidders.
ITC 13.1.2	*[Mention the period for submission of Performance Security if different from 21 days]*

Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The headings of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
5) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
7) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.
8) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five per cent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms;
2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
5) "Consultant" (as a participant in a Procurement Process - including the term 'contractor', 'bidder', 'tenderer', participant' or 'service provider' in specific contexts) means any person or firm or

company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Consultants stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;

6) “Consultant” (as a contract holder - including the terms ‘Supplier’ or ‘Service Provider’ or ‘Contractor’ or ‘Firm’ or ‘Vendor’ or ‘Successful Consultant’ in specific contexts) means the person, firm, company, or Joint Venture with whom the contract is entered into and shall be deemed to include the Consultant's successors (approved by the Procuring Entity), agents, Sub-consultant, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
7) “Contract Manager” means (as distinct from Team Leader of the Consultant) the *Procurement Officer or *any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the Consultant; * Strikeout which ever is not applicable
8) “Day”, “Month”, and “Year” shall mean respectively calendar day, month or year (unless reference to financial year is apparent from the context);
9) “Effective Date” means the date on which this Contract comes into force and effect as per the Contract;
10) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract;
11) "Goods" (including the terms ‘Stores’, and ‘Material(s)’ in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts, procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include small work or some services that are incidental or consequential to the supply of such goods;
12) “Government" means the Central Government or a State Government, as the case may be and includes agencies and Public Sector Enterprises under it in specific contexts;
13) “Intellectual Property Rights” (IPR) means the intellectual property owner's rights concerning possession/ exploitation of such property by others of tangible or intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
14) “Joint Venture (JV or JV/C)” means an association or a Consortium with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.;
15) “Key Expert(s)” means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant’s proposal;
16) “Non-Key Expert(s)” means an individual professional (usually not identified by name) provided by the Consultant or its Sub-consultants to perform the Services or any part thereof under the Contract;

17) “Parties”: The parties to the contract are the "Consultant" and the “Procuring Entity”, as defined in GCC clause 2.4;
18) “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Consultant or Contractor in the form prescribed for the due performance of the contract;
19) “Procurement” (in the context of Public/ Government ‘procurement’ or ‘Purchase’, or ‘Acquisition’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;
20) “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services;
21) “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
22) “Procurement Process” (or “Tender”; “RFP”; “EOI”, “Tender Enquiry” in specific contexts): ‘Procurement Process’ is the whole process from the publishing of the RFP Document to the resultant award of the contract. ‘RFP Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite Proposals in a Procurement Process. The RFP Document and Procurement Process may be generically and interchangeably referred to as “Bid Document”, “Tender" or " Tender Enquiry, " which would be clear from context without ambiguity;
23) "Proposal" (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘bid’ in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
24) “Services” means the activities to be performed by the Consultant under this Contract, as described in Appendix A thereto;
25) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of a Letter of Award or amendment thereof;
26) “Sub-consultant” means a person or corporate body with an agreement with the Consultant to carry out a specific part of the ‘Services’ while the Consultant remains solely liable for the execution of the Contract;
27) “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed;
28) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering designs, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as ‘Capitalised words’ and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia ‘Services’ shall indicate the definition given in the GCC, while ‘services’ shall have the usual dictionary meaning.

1.4. Abbreviations:

Abbreviation	Definition
AITC	Appendix to Instructions To Consultants
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
CV	Curriculum Vitae
EMD	Monetary guarantee to be furnished by a Consultant along with its proposal
EOI	Expression Of Interest
FBS	Fixed Budget Selection
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
ITC	Instructions To Consultants
JV/C	Joint Venture/ Consortium
LCS	Least Cost Selection
LoA	Letter of Award (Acceptance)
QCBS	Quality and Cost-Based Selection
REOI	Request for Expression of Interest
RFP	Request for Proposal
RFPL	Request for Proposal Letter
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference

2. The Contract

2.1. Language of Contract

The contract and all subsequent correspondence documents, during its execution, between the consultant and the Procuring Entity shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a Consultant may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between the Procuring Entity and the Consultant and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

2.4. Relationship between Parties

1) The parties to the contract are the Consultant and the Procuring Entity, as nominated in the contract.
2) Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, is legally the main principal/ master of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3) **Authority of Member in Charge:** In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
4) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the contract.
5) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1) Valid and authorized Amendments issued to the contract.
2) The Agreement consisting of the initial paragraphs, recitals, and other clauses, including the appendices annexed to it and signatures of Procuring Entity, set forth immediately before the GCC;
3) Appendix A: Terms of Reference;
4) Appendix B: Key Experts;
5) Appendix C – Remuneration Cost Estimates;
    a) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract;
6) Appendix D – Reimbursable Expenses Cost Estimates;
7) the Letter of Award (LoA), if issued
8) the SCC
9) the GCC
10) the Consultant's Proposal;
11) any other document listed in the contract as forming part of this Contract.
12) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

1) After the contract documents have been signed, no modified provisions shall be applicable unless the Procuring Entity suo-moto or, on request from the Consultant, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the Procuring Entity.
2) If the Consultant does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment.
3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such a waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the

Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the deadline for the Proposal submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased as per GCC clause 2.6, by agreement between the Parties hereto, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the applicable price adjustment provisions.

4. Communications

4.1. Communications

1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.
4) Such communications would be an instruction, a notification, an acceptance, a certificate from the Procuring Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

1) **On behalf of the Consultant:** The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be

deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procuring Entity for all costs and damages arising from such misdemeanours.

2) **On behalf of the Procuring Entity:** Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

1) The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the Procuring Entity. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
2) The Procuring Entity's address shall be the one mentioned in the contract. The Consultant shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
3) In case of communications from the Consultant, copies of communications shall be marked to the Contract Manager and the Procuring Entity's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless specified before the contract's start, the Procuring Entity and the Consultant shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Consultant's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

the Consultant must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
    a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
    b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.
    c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process after he was shortlisted in the preceding EOI process based on eligibility and qualifications criteria stipulated therein. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Consultant's knowledge.

5.3. Restriction on Potential Conflict of Interests

1) Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
    a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
    b) After this Contract's termination, such other activities as may be stipulated in the contract.
2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-consultants and the Experts and agents of either shall not receive any additional payment.
5) The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of the Contract.

5.4. Consequences of breach by Constituents of a Consultant

Should the Consultant or any of its partners, its Sub-consultants, any of its members in case of JV/C, or their Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant (in case of JV, by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining JV/C) shall remedy such breaches within 21 days, keeping the Procuring Entity informed. Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the

Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

5.5. Assignment and Sub-contracting

1) the Consultant shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant.
2) The Consultant shall notify the Procuring Entity in writing of all such Sub-consultants, if not already stipulated in the contract, in its original Proposal or later. Such notification shall not relieve the Consultant from any of its liability or obligation under the terms and conditions of the contract. Sub-consultants must comply with and should not circumvent the Consultant's compliance with its obligations under GCC-clause 5.1 to 5.7.
3) If the Consultant sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

1) the Consultant shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

    a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Procuring Entity.
    b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by Consultant, and
    c) The delivery of the Services by the Consultant or the use of the Services at the Procuring Entity's Site

2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.
3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly notify the Consultant. At its own expense and in the Procuring Entity's name, the Consultant may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
4) If the Consultant fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the Consultant.

5) At the Consultant's request, the Procuring Entity shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses.

5.6.2 For Losses and Damages Caused by Consultant

1) the Consultant shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the Consultant, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Consultant shall make good at his own expense all resulting losses and/ or damages to:

    a) the Services themselves or
    b) any other property of the Procuring Entity or
    c) the lives, persons, or property of others

2) In case the Procuring Entity is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

1) Physical assets, e.g., Equipment, vehicles and materials made available to the Consultant by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Procuring Entity and dispose of such equipment, vehicles, and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their total replacement value.
2) Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by the Procuring Entity or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be registered accordingly., These shall be obtained in the name of the Procuring entity after obtaining the Procuring Entity's prior written approval. The Procuring entity shall have

an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.

5.7.2 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes**.**

5.7.3 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall, without the prior written consent of Procuring Entity neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

5.7.4 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Consultant shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.5 Restrictions on the Use of Information

1) Without the Procuring Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract.
2) The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3) Notwithstanding the above, the Consultant may furnish to its holding company or its Sub-consultant(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub-consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses.

4) The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:

    a) the Consultant needs to share with the institution(s) participating in the financing of the contract;
    b) now or hereafter is or enters the public domain through no fault of Consultant;
    c) can be proven to have been possessed by the Consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
    d) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.

5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.
6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.6 Protection and Security of Personal Data

1) Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:

    a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
    b) Comply with all applicable laws;
    c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;
    d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
    e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
    f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;
    g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.
    h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
    i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
    j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;

2) Notify the Procuring Entity (within five Working Days) if it receives the;

   a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or

   b) a complaint or request relating to the Procuring Entity's obligations under the law;

3) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

5.8. Performance Bond/ Security

1) Within twenty-one days (or any other period mentioned in RFP Document or Contract) after the issue of the Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the Consultant shall furnish to the Procuring Entity performance security, valid up to sixty days (or any other period mentioned in RFP Document or Contract) after the date of completion of all contractual obligations by the Consultant.
2) The amount of Performance security shall be stipulated in the RFP document, or the Contract (or if not specified @ 5% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

   a) Unless otherwise stipulated in the RFP Document or the Contract, Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, or **Banker's Cheque drawn on any Scheduled commercial bank in India, favouring the authority mentioned therein** or
   b) Bank Guarantee (including an e-Bank Guarantee) issued by a commercial bank in India, in the prescribed form provided in Appendix E to Format 1: Contract Form.

3) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration, if that was submitted in lieu of Bid Security), In case of forfeiture of Earnest Money as prescribed herein above, the Bidder shall not be allowed to participate in the retendering process of the work.
4) If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the Procuring Entity at its discretion.

   (a) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default, including termination of the Contract for Default, or
   (b) without terminating the Contract, recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise, howsoever as per GCC-clause 10.4.

5) If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.
6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

   (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

      i) Any default, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring Organisation or any part thereof

ii) for any loss or damage recoverable from the Consultant which the Procuring Entity may suffer or be put to for reasons of or due to the above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Consultant on completing all contractual obligations. Alternatively, upon the Consultant submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
8) No claim shall lie against the Procuring Entity regarding interest on cash deposits, Government Securities, or depreciation thereof.

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the Procuring Entity shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.

5.10. Insurances

The Consultant (s)/lead partner of JV/C, shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant(s)/lead partner of JV/C, shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager. The insurance shall be initially valid for a period of 60 days beyond the contract period and shall be extended if the contract period gets extended.

5.11. Accounting, Inspection and Auditing

The Consultant shall keep and make all reasonable efforts to cause its Sub-consultants to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

5.12. Book Examination Clause

If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:

1) The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf, any cost or other book of

account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.

2) The Consultant shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have the power, mutatis mutandis, to examine all the relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.
3) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
4) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies.

5.13. Legal Compliance

The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants comply with the Applicable Law.

5.14. Custody and Return of the Procuring Entity's Assets loaned to Consultant

1) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to them by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified the Procuring Entity to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have waived the right to do so at any subsequent stage.
2) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.
3) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.
4) The Consultant shall return all such assets in good order and repair, reasonable wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

6. Procuring Entity's Obligations

6.1. Assistance by the Procuring Entity

Unless otherwise specified in the Contract, the Procuring Entity shall use its best efforts to:

1) Issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services.
2) Provide to the Consultant any other assistance as specified in the Contract.
3) **Access to Project Site:** The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.

6.2. Facilities to be provided by the Procuring Entity

1) The Procuring Entity shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever.
2) In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC clause 10.1.1.

6.3. Counterpart Personnel

1) The Procuring Entity shall make professional and support counterpart personnel available to the Consultant, as specified in **Appendix A**.
2) If counterpart personnel are not provided by the Procuring Entity to the Consultant as and when specified in **Appendix A**, the Procuring Entity and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Entity to the Consultant as a result thereof.
3) Professional and support counterpart personnel, excluding Procuring Entity's Contract Management and liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform any work assigned to such member by the Consultant that is adequately consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

6.4. Payment Obligation

Considering the Services performed by the Consultant under this Contract, the Procuring Entity shall pay the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

7. Scope of Services and Performance Standards

7.1. Scope of Services

1) **Services:** This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in **Appendix A:** 'Terms of Reference' during the contract period specified therein.
2) **Incidental Works/ Goods/ Other Services:** If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.
3) **Location:** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.
4) **Reporting Requirements:** The Consultant shall deliver to the Procuring Entity the reports, deliverables, outputs, and documents specified in **Appendix A:** 'Terms of Reference', in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.
5) **Standard of Performance:**

    a) The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
    b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
    c) **Defects in Services:** The Procuring Entity shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity may suspend payments as per GCC clause 10.6.

7.2. Eligible Services

Unless otherwise stipulated in the Contract, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries (if specified in the Contract). It must conform to the declaration made by the Consultant during the EOI process regarding Central Government policies restricting the participation of entities from i) Certain countries sharing land borders with India and ii) Countries that restrict the participation of Bidders from India on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

8. Deployment of Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied/ used by the Consultant without the permission of the Procuring Entity. The

Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.

3) **Prohibition of Smoking and Intoxicants:** The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed through Sub-consultants or petty contractors with all the rules and regulations stipulated by the Procuring Entity relating to the access to the project site, including but not limited to

    a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places
    b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any of his employees.
    c) Safety practices relating to Procuring Entity's staff, Public and third parties
    d) Maintenance of peace and business-like ambience

8.1.2 Clearance of Site on Completion

1) On completion of the services, the Consultant shall hand over the whole project site to the procuring Entity on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid to the Consultant till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
2) In the event of failure on the part of the Consultant to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the Contract Manager shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Consultant. The Procuring Entity shall not be held liable for any loss or damage to the Consultant's property as may be on the site and due to such removal.

8.2. Key and Non-key Personnel

8.2.1 General Requirements

1) **Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity within One Year of their Retirement:** the Consultant shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year (or any other period prescribed by the relevant authority) from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and Procuring Entity shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.
2) **Team Lead:** The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
3) The Consultant shall employ and provide qualified and experienced Key and Non-key Experts and Sub-consultants as required to carry out the Services.

8.2.2 Key Personnel

1) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
2) The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.
3) Working hours and holidays for Experts are outlined in Appendix B. Foreign Key Experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
4) Any leave taken by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended as per clause 10.6 below.
5) **Substitution of Key Experts:**

    a) Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

    b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.

    c) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.

6) **Additional Key Experts:** If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) days from receiving such CVs, such additional Key Experts shall be deemed approved by the Procuring Entity. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

8.2.3 Non-key Personnel

the Consultant must ensure the deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for

remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail all the remedies thereunder. Such action shall be in addition to the deduction from the Consultant's payment cost of shortfall personnel as per Annexure C.

8.2.4 Removal of Key and Non-key Experts or Sub-consultants on Orders of the Contract Manager

1) The Consultant shall, at the Procuring Entity's written request, provide a replacement, if the Procuring Entity finds that any of the Experts or Sub-consultant:

   a) commits severe misconduct or has been charged with having committed a criminal act
   b) persists in any misconduct or lack of care;
   c) is found to be negligent, incompetent or incapable of discharging assigned duties;
   d) fails to comply with any provision of the Contract;
   e) based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works;

2) Subject to the requirements in the sub-clause above, and notwithstanding any requirement from the Procuring Entity to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert or sub-consultant from carrying out the Services.
3) Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and be acceptable to the Procuring Entity.
4) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

8.3. Equipment and Tools of Trade

The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies thereunder for breach of contract.

9. Delivery of Services and delays

9.1. Works plan

1) Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

2) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

9.2. Commencement of Services

1) **Effective Date of Contract:** Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:

   a) 15 days from the Procuring Entity's notice (unless specified otherwise) to the Consultant instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness prerequisites listed in the contract have been met.
   b) If no such order is issued, 15 days from the date of the Issue of the LOA or the signing of the Contract agreement, whichever is earlier.

2) **Commencement of Services:** Not later than the number of days after the Effective Date specified in the Contract or the Notice to proceed, the Consultant shall begin carrying out the Services after confirming the following:

   a) As required by the Contract, all JV members and key experts needed at the beginning of the assignment are effectively participating.
   b) That upon provision of Bank Guarantees, advance payments, if any, are implemented.
   c) That the Procuring Entity has provided facilities (including Data, Documents and Background Information) as per the Contract
   d) that all parties involved in the assignment (users, security team, and other relevant departments of the Procuring Entity and other third-party stakeholders) have been informed by the Procuring Entity
   e) that all permits, licences, and authorisations have been obtained.

3) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective (as per sub-clause 1) above) within such period after the date of Contract signature as specified in the Contract, either Party may, by not less than twenty-one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Consultancy Management Teams

The Procuring Entity shall nominate a Contract Manager (or a Consultancy Management Team), and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the Procuring Entity's objectives of the Contract.

9.3.2 Review of Phases and Milestones

The Contract Manager and Consultant/ Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in Annexure A, the following actions would be taken during such progress meetings.

1) **Kick-off Meeting:** The contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
2) **Inception Phase Review:** The inception meeting shall be held at a period (specified in Annexure A or the Notice to Proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:

    a) Terms of Reference
    b) Work plan and staffing schedule
    c) Facilities to be provided by the Procuring Entity
    d) Working arrangements and liaison

3) **Periodic Reviews:** Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
4) **Deliverables Reviews:** The contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.

9.4. Delivery of services, Time of Delivery and Extensions Thereof

9.4.1 Delivery of Services:

The Consultant shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

9.4.2 Time of Delivery of Services is of Essence of the Contract:

1) The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Annexure A: 'Terms of Reference'.
2) If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration.
3) He may request to the Procuring Entity for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. Procuring Entity may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension for Excusable Delay Not Due to Consultant

1) If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:

a) proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or
b) delay due to circumstances beyond the control of either party
c) delay authorized by the Contract Manager pending arbitration or
d) Any act or neglect of Procuring Entity, e.g.:

    i) Delay or failure to issue notice to commence the services or
    ii) delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing.
    iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the Consultant
    iv) Delay caused by modification issued by the Contract Manager or
    v) any other delay caused by the Procuring Entity due to any other cause.

2) The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Contract Manager shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.

9.4.4 Extension of Time for Inexcusable Delay Due to Consultant

1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.
3) Provided further that if the Procuring Entity is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
4) **Inordinate Delays:** Delays due to the reasons attributable to Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the Procuring Entity.
   In case of such poor performance, the Procuring Entity may place the consultant in negative list & disallow participation in its tenders for 6 months from the issue of such order by Procurement Officer.

9.4.5 Extension of Time for Concurrent Delay Due to Both Parties

If the Contract Manager determines that two or more events responsible for delay overlap each other. The delays may be concurrently attributable to both Procuring Entity and the Consultant. The proportion for extension of time as per GCC-Clause 9.4.3 or 9.4.4 above shall be determined by plotting each contributing concurrent delay on the critical path.

9.5. Damages and Deductions Thereof

9.5.1 Right of the Procuring Entity to recover Damages.

Procuring Entity shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.

9.5.2 Liquidated damages

1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:

    a) The Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 1/2% per cent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply. Total damages in the contract shall be limited as per clause 9.5.4 below.
    b) Any failure or delay by any Sub-consultant, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.

9.5.3 Denial Clause:

1) For delays covered under clause 9.4.4 (Extension of Time for Inexcusable Delay Due to Consultant) above:

    a) no increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and
    b) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
    c) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

9.5.4 Limit on total Damages

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.

9.6. Force Majeure

1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week

from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

2) Notwithstanding the remedial provisions contained in GCC-clause 9.5 and 12, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1. Prices

10.1.1 Contract Price

1) The Contract price is outlined in the Contract and shall be sum total of Appendix C & Appendix D (Refer Format 1: Contract Form)**.** The Contract price breakdown is provided in **Appendix C and Appendix D,** and the total payments under this Contract shall not exceed this Contract price except for the variations specified in the contract.
2) Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.

10.1.3 Variations-

Prices quoted by the Consultant shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Variations on account of change in scope of work shall be as defined below.

Variation on account of any increase or decrease in the defined scope of services is allowed subject to such variations being ordered by the Contract Manager in writing & further subject to the condition that such variation shall not be more than plus(+) 25% or as defined in Section V: SCC. The price payable for such variation shall not exceed the prices quoted by the bidder in the contract. For items which are not included in the contract the prices shall be mutually agreed upon subject to maximum of prevailing market rate.

In case of reduction in scope of work the cost for actual work done shall be payable.

10.2. Taxes and Duties

1) The Consultant, Sub-consultants, and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.
2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
3) Payment of GST Tax under the contract:

(a) The payment of GST and GST Cess to the Consultant shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate duly supported with documentary evidence as per the provision of the relevant GST Act and the Rules made there under. The delivery of Services shall be shown as being made in the name, location/ state, and GSTIN of the beneficiary of the Services only; the location of the procurement office of the procuring entity has no bearing on the invoicing.

(b) **Provision w.r.t. E-Invoicing requirement as per GST laws**: Consultant who is required to comply with the requirements of E-invoice as per the GST Law, all payments shall be made against proper e-invoice(s) only. Invoices issued in violation shall not be processed for payment, as Procuring Entity shall not be allowed to avail of Input Tax Credit (ITC) against such invoices.

(c) Returns and details required to be filled under GST laws & rules regarding invoices (or e-invoices) should be filed promptly by the Consultant. If input tax credit (ITC) is not available to Procuring Entity for any reason attributable to the Consultant, then Procuring Entity shall not be liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff/ recover such GST amounts (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Consultant under this contract or under any other contract.

(d) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the Consultant shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Consultant) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the Consultant. The Consultant shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.

(e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract, shall be submitted to the Procuring Entity in compliance with GST provisions.

(f) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed, provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:

    i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of the HSN number or incorrect GST rate incorporated in the contract due to the Consultant's fault. Wherever the Consultant invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
    ii) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.

iii) The consultant is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.

iv) In case of profiteering by the Consultant relating to GST tax, the Consultant shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(g) The Consultant should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(h) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period (excepting extension under GCC-Clause 9.4.3) shall be borne by the Consultant. The benefit of any reduction in the GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates occurs after the last proposal submission date.

10.3. Terms and Mode of Payment

1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the Consultant's production of all required documents.
2) The payments shall be made as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other specified threshold) to Consultants shall only be made through EFT (Electronic Funds Transfer). The Consultant shall consent in a mandate form for receipt of payment through NEFT (National Electronic Fund Transfer). In case of non-payment through EFT or where the EFT facility is unavailable, payment may be released through cheque.
3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign Consultants shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
4) The Consultant shall send its claim for payment in writing as per GST-compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
5) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.
6) In case of JV ,the JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by the employer to that account only. To facilitate statutory deductions such as towards Income Tax. etc. made from the amounts due to the JV being credited to the concerned Government Departments, the JV shall arrange to obtain in the name of JV,PAN/TIN etc. as required. In case of consortium the payment shall be made to the account of lead partner/member of the Consortium. The Lead partner/member of the consortium shall be responsible for

disbursement of the payment to the other consortium partner (s)/member(s) in manner as defined in the consortium agreement.

10.4. Withholding and lien in respect of sums claimed:

1) Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -

    a) any security or retention money, if any, deposited by the Consultant.
    b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.

2) Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

10.5. Payments to Consultant

10.5.1 General

1) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
2) Currency of Payment: Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).
3) The Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC Clause 10.5. Separate invoices shall be submitted for expenses incurred in foreign and local currencies. Each invoice shall show remuneration and reimbursable expenses separately.
4) The Contract Manager shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.
5) The Procuring Entity shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy

exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.

6) Except for the final payment under GCC Clause 10.5.5 below, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
7) Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Annexure A, Annexure B, or Annexure C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Annexures C and D in the contract.
8) Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made monthly for the volume of services rendered during the period.
9) Lumpsum: Unless otherwise stipulated, payments shall be made on completion of stipulated milestones or on completion of entire Services, whichever is stipulated in the contract. In the case of Lump-sum Contracts, Payments under this Contract shall not exceed the ceilings in foreign currency and the local currency specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that permits such amendment.
10) Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made every month or on completion of milestones or on completion of entire Services, whichever is stipulated in the contract.

10.5.2 Advance Payments- Not applicable

1) If the contract provides explicitly for Advance Payments to be made to the Consultant, then on the request of the Consultant, the Procuring Entity shall make the advance payment to the Consultant against submission of an unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten per cent) of the amount of the advance payment being requested. Such Bank Guarantee shall be in the form outlined in Appendix E-2 or the other form the Procuring Entity shall have approved in writing. Advance payments shall be released in not less than two instalments commensurate with work progress.
2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the Consultant shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the Consultant's default, the Advance payment shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate) on the date of such advance payment.
3) The Consultant is to use the advance payment only for the performance of Services. The Consultant shall demonstrate that the advance payment has been used by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the Consultant for the earlier instalment.
4) The advance payment shall be recovered in a time-based manner not linked with the work progress by deducting proportionate amounts from payments otherwise due to the Consultant for the Services performed. Any delayed recoveries due to the late submission of bills by the Consultant shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate). No account of the advance payment or repayment shall be taken in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

10.5.3 Remuneration and Reimbursable Expenses

a) The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
b) All payments shall be at the rates outlined in Appendix C and Appendix D.
c) Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.
d) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.
e) Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of the Procuring Entity once the applicable remuneration rates and allowances are known.

10.5.4 "On-Account" Payments

1) the Consultant shall be entitled to be paid (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the Consultant has executed in terms of the contract during the period. All payments due against the Contract Manager or his representative's certificates shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not carried out as per the contractual performance standards.
2) **On-Account Payments Not Prejudicial to Final Settlement**: "On-Account" payments made to the Consultant shall be without prejudice to the final settlement of the accounts. They shall not be considered or used as evidence of any facts stated in or inferred from such accounts, any particular quantity of service being executed, or the manner of its execution being satisfactory.
3) **The Final Payment:**

10.5.5 Final Payment

1) The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 5.14. The Services shall be deemed completed and finally accepted by the Procuring Entity.
2) The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:

    a) necessary adjustment for any payments already made or retained
    b) any deduction which may be made under the contract,
    c) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,

3) The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.
4) Any amount that the Procuring Entity has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.

10.5.6 No Claim Certificate and Release of Contract Securities

The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.

10.5.7 Post Payment Audit

Notwithstanding the issue of the Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Consultant is discovered due to such examination, the Procuring Entity shall claim such amount from the Consultant.

10.5.8 Signature on Receipts for Amounts

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4.2), to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

10.6. Suspension of Payments

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

10.7. Payment Against Time-Barred Claims

In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful to reject such claims.

10.8. Commissions and Fees

The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

11. Resolution of Disputes

11.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the execution or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in GCC-Clause 11.2 below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the “Dispute”. The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1) Adjudication
2) Conciliation
3) Arbitration

11.2. Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon, shall be final and binding on the Consultant. The ‘excepted matters’ shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but are not limited to:

1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
2) Issues related to the pre-award Procurement Process or conditions
3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Consultant.
4) Provisions incorporated in the contract which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to

    a) Provisions of restrictions in terms of the Make in India policy of the Government
    b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Central Government's policies in this regard.
    c) Relaxations stipulated for Startups etc.

11.3. Adjudication

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the Consultant shall give a 'Notice of Adjudication' specifying the matters which are in question or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the Consultant to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. During the adjudication proceedings, the parties shall not initiate any conciliation, arbitral, or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the Consultant may proceed to invoke the process of Conciliation as follows.

11.4. Conciliation of disputes

1) Parties may invoke Conciliation, in terms of the Arbitration and Conciliation Act 1996, by submitting a "Notice of Conciliation" to the other party with a request to the authority mentioned in the contract to notify a Conciliator. Since conciliation is voluntary, within 30 days of "Notice of Conciliation", the authority mentioned in the contract shall notify a sole Conciliator if the other party is agreeable to entering Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the contract terms within 60 days from the appointment date.
3) If the parties agree on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
4) During the conciliation proceedings, the parties shall not initiate any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:

a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified on the date of such declaration; or
b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated on the date of such declaration; or
c) If the parties fail to reach an agreement on a settlement of the dispute within 60 days of the appointment of the Conciliator

6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration if the dispute is still alive.

11.5. Arbitration Agreement

11.5.1 This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days afterwards.
2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement. However, if an arbitrator has already been appointed under this agreement before the appointment of a conciliator/ arbitrator by the facilitation council, the arbitrator already appointed under this agreement shall continue to perform the duties including on matters related to delayed payments. Such an arbitrator shall be deemed to be the arbitrator appointed by the facilitation council. None of the parties shall approach the facilitation council to appoint an arbitrator once an arbitrator under this agreement has already been appointed.

11.5.2 Notice for Arbitration

1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority' to appoint the arbitrator shall be Authority named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above), then any party to the contract, after 60 days but within 120 days of 'Notice of Dispute" (clause 11.1 above) shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration.
3) The "Notice for arbitration" shall specify the matters in question or the subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.

11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of the Arbitrator(s)

11.5.4 Appointment of Arbitrator

1) The Arbitrator Tribunal shall consist of a Sole Arbitrator retired from Central/State Government or a Central PSE (other than RITES Ltd.) not below the rank of SAG Officer, empanelled in RITES as arbitrators.

2) Replacement of Arbitrators

   If the arbitrator appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator to act in his place in the same manner in which the earlier arbitrator had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator.

3) Appointment of Arbitrator:

   a) The Appointing Authority shall send to the Consultant, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of arbitrators empanelled with RITES Limited.
   b) The Consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Consultant's nominees.

   c) If the Consultant does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Consultant.

11.5.5 The Arbitral Procedure

1) **Effective Date of Entering Reference**: The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.
2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.
3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.

4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.
7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension of time. The court's approval shall require further extension if the award is not made out within such an extended period. During the period of an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:

    a) The dispute is to be decided based on written pleadings only.
    b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings deemed necessary.
    c) An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
    d) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.

11) **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by the Procuring Entity, continue during the arbitration proceedings, and no payment due or payable by the Procuring Entity shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

11.5.6 The Arbitral Award

1) In the case of the Tribunal, comprising of three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.

3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. The arbitral tribunal shall indicate i) the Award amount payable on the date of award ii) the period within which it is to be paid and iii) Simple rate of interest, if applicable, beyond the stipulated period for making payment of Award amount.

4) The award of the arbitrator shall be final and binding on the parties to this Contract.
5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

11.5.7 Cost of Arbitration and fees of the Arbitrator(s)

1) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) and expenses on facilities as per the following schedule and the fee shall be borne equally by both the parties. Notwithstanding anything contrary provided in any Act, Law or Agreement, the scale of Arbitrator's fee and expenses on facilities shall not exceed the following:

Scale of Arbitrator's Fee as per The Fourth Schedule of The Arbitration and Conciliation Act, 1996		
Sl. No.	**Sum in dispute**	**Model fee**
1.	Upto Rs.5,00,000/-	Rs.45,000/-
2.	Above Rs.5,00,000/- and upto Rs.20,00,000/-	Rs.45,000/- plus 3.5 percent of the claim amount over and above Rs.5,00,000/-
3.	Above Rs.20,00,000/- and upto Rs.1,00,00,000/-	Rs.97,500/- plus 3 percent of the claim amount over and above Rs.20,00,000/-
4.	Above Rs.1,00,00,000/- and upto Rs.10,00,00,000/-	Rs.3,37,500/- plus 1 percent of the claim amount over and above Rs.1,00,00,000/-
5.	Above Rs.10,00,00,000/- and upto Rs.20,00,00,000/-	Rs.12,37,500/- plus 0.75 percent of the claim amount over and above Rs.10,00,00,000/-
6.	Above Rs.20,00,00,000/-	Rs.19,87,500/- plus 0.5 percent of the claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

Note: In the event the arbitral tribunal is a sole arbitrator, he shall be entitled to an additional amount of twenty-five percent on the fee payable as per the above.

2) Subject to the provisions of Arbitration and Conciliation Act 1996 as amended upto the date of receipt of tenders, and the rules there under and relevant clauses of General Conditions of contract (GCC) and any statutory modifications there of shall apply to the appointment of arbitrators and arbitration proceedings under this clause.

12. Defaults, Breaches, Termination, and closure of Contract

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

1) **Default in Performance and Obligations:** if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by the Procuring Entity in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.
2) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
3) **Liquidation:** if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

12.1.3 Remedies for Breaches/ Default

In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall

1) take one; or more of the following contractual remedies.
    a) Recover liquidated damages and invoke a denial clause for delays.
    b) In the case of JV/C, Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.
    c) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
    d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).

e) Encash and/ or Forfeit performance or other contractual securities.
f) Prefer claims against the insurance, if any.
g) Terminate the Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.

2) By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.

a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that.
b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
c) All Defect Liability obligations, if any, shall survive despite the termination.

3) **Risk and Cost Procurement**: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

12.1.4 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

12.2. Termination for Default/ Convenience of Procuring Entity or Frustration of Contract

12.2.1 Notice for Determination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.

4) All Defect Liability obligations, if any, shall survive despite the termination.
5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

    a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
    b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.

12.2.2 Frustration of Contract

1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 9.6) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.
2) However, the following shall not be considered as such a supervening cause

    a) Lack of commercial feasibility or viability or profitability or availability of funds
    b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3. Closure of Contract

12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:

1) At the end of such a period after the Effective Date as specified in the Contract.
2) Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment
3) termination and settlements after that, if any, as per GCC clause 12.1 or 12.2 above.

12.3.2 Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5.7. (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right a Party may have under the Applicable Law.

12.3.3 Cessation of Services

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided by Clauses GCC 9.4 and GCC 5.14.

12.3.4 Payments upon Termination

Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed before the effective date of termination; and

(b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

13. Code of Integrity in Public Procurement; Misdemeanours and Penalties

13.1. Code of Integrity

Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1) **"Corrupt practice"** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
3) **"Anti-competitive practice"** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
5) **"Conflict of interest"** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;
6) **"Obstructive practice"** - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying,

altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information;

13.2. Obligations for Proactive Disclosures:

1) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
2) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanours

The following shall be considered misdemeanours - if a Consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

1) Commits any of the following misdemeanours:

    (a) Violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
    (b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions.

2) Commits any of the following misdemeanours:

    (a) Has been convicted of an offence:

        i) Under the Prevention of Corruption Act, 1988; or
        ii) The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

    (b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations.
    (c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in

executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his Proposals are under consideration in any procurement

1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
2) calling off any pre-contract negotiations and;
3) rejection and exclusion of Consultants from the Procurement Process

13.4.2 if a contract has already been awarded

1) Termination of Contract for Default and availing all remedies prescribed thereunder;
2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
3) Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

13.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to:

1) File information against Consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
2) Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
3) Remove the Consultant or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the removal period.
4) Initiate suitable disciplinary or criminal proceedings against any individual or staff found responsible.
5) Debar, a Consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:

    a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
    b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

Section V: Special Conditions of Contract (SCC)

Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention …] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}

Note for Consultants: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision in the SCC shall prevail.

GCC Clause No.	Topic	To be read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.1, 1.2, 1.3, 1.4	General	*[Add additional Interpretation, Definition, Convention or Abbreviations, if any]*
2.1	Language of Contract	*[Add additional Language, if any]*
3.1	Governing Laws and jurisdiction	*[Mention any deviations from the clause]*
4.1, 4.3	Communications and notices	*[Add additional communication requirements, if any]*
4.2	Persons Signing Communications	*[Mention any deviations from the clause]*
GCC 5 and 6: Consultant's and Procuring Entity's Obligations		
5.7.	Confidentiality and Secrecy of information	*[Mention confidentiality or secrecy requirements, if any. If the official secrets act covers the contract, please prominently mark the Contract and correspondence as Secret]*
5.7.1	Property Rights	*[Mention additional requirements regarding Property Rights of physical or intangible assets, if any.]*
5.8	Performance Bond/ Security	5% of the Contract Value
5.8. 2) b)	**Verification of Bank Guarantee (BG)** In order to have a secured IT enabled verification/confirmation of BGs from system of issuing Bank to RITES using SFMS facility through Indian Bank, following conditions shall apply:- a) Bank Guarantee issued by issuing Bank **must be routed through SFMS platform** and IFN 760 must be sent from BG issuing Bank to Indian Bank. In case of extension, BG must be routed through SFMS platform and IFN 767 must be	

	sent from BG issuing Bank to Indian Bank. b) Bidder shall submit to RITES LIMITED the copy of SFMS message as sent by issuing Bank branch alongwith the original Bank Guarantee or extension of BG as the case may be. c) Particulars of RITES' Bank are provided below so that the bidder can share this particulars with their bank guarantee issuing Bank. **Bank details are as follows:** i. Bank address: Indian Bank, GF-3 Block B, Vipul Square, Sushant Lok, Phase I, Gurgaon. ii. Bank account No:6597266376 iii. Branch IFSC: IDIB000S149 iv. Branch MICR code: 110019038	
6.1, 6.2, 6.3	Facilities, Utilities to be provided by Procuring Entity	*[Add additional information, if any]*
GCC 7: Scope of Services and Performance Standards		
7.1	Scope of Services	*[Add additional information, if any, including incidental Works/ Goods/ Other Services required like training]*
7.2	Eligible Services	*[Add additional information, if any]*
GCC 8: Deployment of Resources		
8.2.2	Key Personnel	*[Mention any deviations from the clause, particularly limits on their substitution]*
GCC 9: Delivery of Services and Delays		
9.1	Works plan	*[Add additional information, if any]*
9.2	Commencement of Services	*[Indicate the effective date from the date of contract signature or the number of days from the notice to proceed]*
GCC 10: Prices and Payments		
10.1.3	Variations-	**Maximum variation is plus (+) 25%.** **Price variation is not allowed.**
10.2	Taxes and Duties	*[Add additional information, if any]*
10.3	Terms and Mode of Payment	*[Add additional information, if any]*
10.5	Payment to Consultants	*[Add additional information, if any, and periodicity of 'On Account' payments]*
10.5.2	Advance Payments	**Not Applicable**

GCC 11 Resolution of Disputes		
11.2	Excepted Matters	*[Mention any change in excepted matters, if any]*
11.3	Adjudicator	*[Mention SBU Head/Divisional Head,Division]*
11.4	Conciliator	*[Mention SBU Head/Divisional Head,Division]*
11.5	Arbitration	*[Mention any change in Arbitration parameters, if any]*
	Appointing Authority	*[Mention Authority competent to appoint Arbitrator as per Item 9 of SOP]*
	City of Jurisdiction of Court	*(Fill)*
GCC 12 Defaults, Breaches, Termination and Closure of Contract		
12.3.1	Period of Contract	*[Mention the duration of the contract from the effective date]*
12.1.3-3)	Risk and Cost Procurement	*[Mention specifically if not applicable]*

Section VI: Terms of Reference (TOR)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

a) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
b) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
c) Form T-5: Work Schedule and Planning for Deliverables

Terms of Reference

1) **Recital and Objectives:**

   a) Background of Procuring Organisation and Services and impact on Procuring Organisation's performance/ objectives;
   b) Purpose and Service Outcomes Statement
   c) Upstream contract based on which this RFP is generated and/ or downstream work that would be required if any

2) **Form of BOQ/ Contract** – *[Time-based (inputs admeasurement) or Unit-Rate (Output admeasurement) or Lumpsum or Percentage-Based]*
3) **Description of Services**

   a) Short Description and Broad Scope of Services: *[Give an overview]*
   b) Key Activities and Dependencies: *[Break up the assignment into specific Service modules and Key activities. Mention inputs from Procuring Entity and third parties on which the activities would be dependent]*
   c) Incidental Goods, Works or other Services required, if any:
   d) Key Experts Required: *[As per Section VI-A: 'List of Key Experts and Required Qualifications' the Team Composition & Experience/ Qualification Requirements for the Key Experts (and any other requirements which shall be used for evaluating the Key Experts under RFP)]*
   e) Deliverables/ Outcomes and Timelines (frequency) thereof: *[including Know-how transfer/ training, reports/ reporting, Milestones]*

4) **Reporting Requirements and Time Schedule for Deliverables** (including Know-how transfer/ training, reports/ reporting, and Milestones)

   a) format, frequency, and contents of reports;
   b) number of hard copies and requirements for electronic submission;
   c) dates of submission;
   d) persons (indicate names, titles, submission address) to receive and approve them, etc.

5) **Procuring Entity's Input and Counterpart Personnel**

   a) Past Studies, Reports, documents, data,
   b) Utilities, facilities, and property to be made available to the Consultant by the Procuring Entity: *[Indicate if any facility/ utility (Medical facilities, Rooms, Furniture, IT services, Electricity or Water connection etc.) would be made available to the successful consultant.*

Especially mention facilities and utilities that shall not be provided or those that would be provided on a chargeable basis.]

c) Professional and support counterpart personnel to be assigned by the Procuring Entity to the Consultant's team: _____ [list/specify]

6) **Statutory, Sustainability, and contractual obligations to be complied with by the Consultant:**

Section VI-A: List of Key Experts and Required Qualifications:

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Note for Consultants: Regarding this Section, Consultants must fill following forms:

a) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
b) Annex to Form T-6: Key Expert Curriculum Vitae (CV)

The total estimated inputs of the Key Experts and their breakup is given below:

S no	Key position	Minimum Qualification / Training (general and relevant)	Professional expertise		Sector/ Area of experience desirable	Transfer of Knowledge (If relevant)	No. of Experts	Man-Months/ Unit	Total Man-months
			Total	in the sector/ area of experience					
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10 = (8X9)**
K-1	**Team Leader**								
K-2	**[Position Title]**								
K-3	**[Position Title]**								
Total estimated inputs of the Key Experts									

Section VII: Evaluation/ Scoring Criteria

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

(Ref ITC-clause 1.4)

Consultants must fill up the following Forms regarding this Section:

a) Form T-2: Consultant's Organisation and Experience

b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity

c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

d) Form T-5: Work Schedule and Planning for Deliverables

e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs

f) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

[Note for Procuring Entity: Retain or change the relevant variables in the 2nd column (Points) and covert the font to regular and black]

Technical Proposal

Criteria, sub-criteria, and point system for scoring the points for Technical Proposal (St):

Criteria	**Max Points**	**Notes**
(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:**	*[0 - 10]*	*[Notes to Consultant:* Ref *Form T-2]*
ii) **Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):** **Sub-criteria:**	*[20 - 50]*	*[Notes to Consultant: Ref Form T-3, T-4, T-5. The Procuring Entity shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skill mix, and the work plan has the correct input of Experts]*
I. Technical approach and methodology for carrying out the assignment	*[15 - 30]*	
II. Demonstration of the understanding of the Procuring Entity's requirements, key issues & challenges and mitigation proposed	*[5 - 20]*	
iii) **Key Experts' qualifications and competence for the Assignment:** **Sub-criteria:**	*[30 - 60]*	*[Notes to Consultant: Ref Form T-6. Each position number corresponds to that in Form T-6]*

Sr	*Key Position*	*Nos (A)*	*Max Points (B)*	*Min %age (C)*	*Total (AxB)*
K1	*[Team Leader]*			*[50%]*	
K2	*[position title]*			*[50%]*	
K3	*[position title]*			*[50%]*	
	Total	*[..]*			

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%):

a. *Adequacy for the assignment*	*[60-80%]*	*[professional experience in the sector/ similar assignments/ knowledge of administrative systems/ government organizations]*
b. *Educational Qualification & Training*	*[10-20%]*	*[General and relevant Education]*
c. *Relevant Experience in "Transfer of knowledge"*	*[0-10%] if relevant to the assignment*	*[Training and adult pedagogy experience]*
(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):	*[0 – 10]*	*[sub-criteria may be provided if relevant but usually not to exceed 10 points]*
(v) **Participation by nationals among proposed Key Experts**	*[0 – 10]*	*[sub-criteria may be provided, if considered necessary, but should not exceed 10 points] [Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]*
Total Score for the Technical Proposal (Ta)	100	
The minimum technical score (Ta) required to pass is*:*	*[……..]*	*[The indicative range is 70 to 85 on a scale of 1 to 100]*

Financial Proposal

QCBS Selection:

The weights (out of a total of 100) given to the Technical Proposal (T) and Financial Proposal (P) are:

T = [Insert weight], and

P = [Insert weight]

Note to TIA: [The above weightage given to the Technical Proposal (T) and Financial Proposal (P) should also be mentioned in AITC]

BIDDING FORMS

Technical Proposal

Form T-1: Proposal Form (Covering Letter)

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal, along with supporting documents, if any)

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

(Insert designation of TIA & Division)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Ref: Your RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Sir/ Madam

1. We, the undersigned, offer to provide consulting services in accordance with your above-referenced Request for Proposals (RFP) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organisation is enclosed in Form T-1A.

   ☐ We are submitting our Proposal without any Sub-consultants or JV.

   Or

   ☐ We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with each Sub-consultant's full name and address.}

   Or

   ☐ We are submitting our proposal as a joint venture with *{Insert a list with each member's full name and legal address and indicate the lead member}*. We have attached a copy of the following document signed by every participating member, which details the (likely) legal structure and the confirmation of joint and severable liability of the members of the said joint venture.

      ☐ our letter of intent to form a joint venture

      ☐ the JV agreement

2) Our Eligibility and Qualifications to participate

   a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (EOI Document mentioned in TIS), based on which we were shortlisted for participation in this RFP process. We shall be dutybound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.
   b) We confirm that we don't have any Conflict of Interest as stipulated in this RFP. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3) Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the RFP Document. The relevant details are submitted in 'Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-5: Work Schedule and Planning of Deliverables and Form T-6: Team Composition, Assignment and Key Experts' Inputs'.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

(a) Based on the terms of delivery and delivery schedule confirmed by us; and
(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
(c) based on the terms and mode of payment as stipulated in the RFP Document. We have understood that if we quote any deviation from the terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and
(d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other Consultant or competitor relating to:

   i) those prices; or
   ii) the intention to submit an offer; or
   iii) the methods or factors used to calculate the prices offered.

(e) Have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Consultant or competitor before the Proposal opening unless otherwise required by law.

5) We declare regarding commissions or fees paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract, that:

☐ No such commissions or gratuities or fees have been paid are to be paid by us to any third party

Or

☐ We have paid/ are due to pay the following commissions/ gratuities/ fees:

(indicate the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.)

6) No change in the Key Experts
   Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that substituting Key Experts for reasons other than those stated in ITC-Clause 12.3 may lead to the termination of contract negotiations.
7) Affirmation of terms and conditions of the RFP Document:

   We have understood the complete terms and conditions of the RFP Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the RFP document's sections. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the RFP Document.

8) Bid Security: We have submitted the Bid Security as

   a) Earnest Money Deposit (EMD) for the amount of Rs. (Rupees……..) valid upto in favour of …… in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's cheque/ Bank Guarantee/e-Bank Guarantee in Form T-9A, with reference number …….. dated ……, issued by ……. . as per the RFP Documents. or

   b) Bid Securing Declaration (BSD, in lieu of Bid Security, if permitted in TIS) in stipulated format vide Form T-9B.

9) Abiding by the Proposal's Validity

   We agree to keep our Proposal valid for acceptance for a period upto -------, as required in the RFP Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the RFP Document in case we fail to do so.

10) Non-tempering of Downloaded RFP Documents and Uploaded Scanned Copies

    We confirm that we have not changed/ edited the contents of the downloaded RFP Document. We realise that any change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded during the shortlisting process and this RFP are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, affidavits/ undertakings.

11) A Binding Contract:

    We further confirm that if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that until a formal contract is signed or issued, this Proposal and your written Letter of Award shall constitute a binding contract between us.

12) Performance Guarantee and Signing the contract

We further confirm that if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the RFP Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or execute the agreement, the Procuring Entity has the right to avail of any or all punitive actions stipulated in the RFP Document.

13) Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties, as this RFP Document mentions.

14) Consultant's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

 A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,

 A partnership firm. The person signing the Proposal is duly authorised being a partner to do so under the partnership agreement or the general power of attorney,

 A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

 A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Consultant. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

15) Rights of the Procuring Entity to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred RFP Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

Form T-1A: Consultant's Commercial Information

Note: Consultant shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Consultant particulars:

   a) Name of the Consultant:……
   b) Corporate Identity No. (CIN): ……..
   c) Registration, if any, with The Procuring Entity: ……..
   d) Place of Registration/ Principal place of business" ……
   e) Complete Postal Address: ……..
   f) Pin code/ ZIP code: ……
   g) Telephone nos. (with country/ area codes): ……
   h) Mobile Nos.: (with country/ area codes): ……..
   i) Contact persons/ Designation: ……..
   j) Email IDs: ……

Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm. All these documents should be Notarized.

2) Taxation:

a) PAN number: ……..
b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): ……
c) GSTIN number: …… in Consultant and Service Site States
d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: ……..
e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……
f) Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in this assignment:
g) Details of Bidder's Jurisdictional Assessing Officers (Designation, address & Email id)

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Trade Registrations and Licences

   We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

   ☐ EPF

   ☐ ESI

   ☐ Labour Licence

   ☐ Any other required ----------.

4) Consultant's Authorized Representative Information

a) Name:

b) Address:
c) Telephone/ Mobile numbers:
d) Email Address:

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address and seal of Consultant]

DA: As above

Form T-2: Consultant's Organisation and Experience

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

(Along with supporting documents, if any)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Form-2: Please fill out this form to briefly describe the Consultant's organization and outline the recent consultant experience most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a Sub-consultant, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

---

1. Provide a brief description of the background and organization of your organisation and – in case of a joint venture – of each member for this assignment.

2. Include an organisational chart, a list of the Board of Directors (if applicable), and beneficial ownership. [If required as per RFP, the successful Consultant shall provide additional information on beneficial ownership.]

B - Consultant's Experience

---

1. List only previous similar assignments completed in the last [.....] years.

2. List only those assignments for which the Consultant was legally contracted by the client directly or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant or that of the Consultant's partners or Sub-consultants - but can be claimed in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Procuring Entity.

3. You can devise your own format, but the suggested information is as follows

Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year); Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. Value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name, address, and seal of Consultant]

DA: As above

Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Form T-3: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section VI: Terms of Reference (TOR).

A - ON THE TERMS OF REFERENCE

Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Consultants must maintain the same numbering and structure as in Section VI: Terms of Reference (TOR) and Section VI-A: List of Key Experts and Required Qualifications.

B - ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS

{Comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, etc., if any}

Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Form T-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

A) Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}

B) Work Plan.

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-5: 'Work Schedule and Planning of Deliverables'.}

C) Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff. The Organization and staffing should be consistent with Form T-6: 'Team Composition, Assignment, and Key Experts' Inputs.}

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

…….

[name, address, and seal of Consultant]

DA: Relevant documents like technical data, literature, drawings, and other documents

Form T-5: Work Schedule and Planning for Deliverables[2]

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, the mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

N°	Deliverables[3] (D-n)	• Months/ Quarters[4]												
		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	{e.g., Deliverable #1: Interim Report}													

[2] NOTE: The final deliverables and work plan shall be worked out in consultation with the selected consultant based on programmatic requirements.

[3] List the deliverables with the breakdown for activities required to produce them and other milestones such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

[4] Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.

	1) data collection													
	2) drafting and submission of a draft report													
	3) Meeting to discuss the draft													
	3) incorporating comments from Procuring Entity													
	4) delivery of the final report to Procuring Entity}													
D-2	{e.g., Deliverable #2: Interim Report}													
D-3	Specific Reports													
D-Final	Final Report													

Form T-6: Team Composition, Assignment, and Key Experts' Inputs

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note to Consultants: RFP indicates key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. The consultant shall quote the cost of these personnel in the Financial Proposal.

N°	Name	Expert's input (in person-months[5]) per each Deliverable (listed in Form T-5)									Total time-input (in Months)		
		Position	Location[6]	D-1	D-2	D-3	.....	D-n			Home	Field	Total
KEY EXPERTS[7]													
K-1		[Team Leader]	*[Home]*	[2 months]	[1.0]	[1.0]							

[5] Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

[6] "Home" means work carried out in the zone of expert's declared place of residence. "Field" means work carried out at a place outside the zone of expert's declared place of residence.

[7] For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.

			[*Field*]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
										Subtotal					
NON-KEY EXPERTS															
N-1			[*Home*]												
			[*Field*]												
N-2															
n															
										Subtotal					
										Total					

Annex to Form T-6: Key Expert Curriculum Vitae (CV)

(For all Key Experts separately)

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Consultant's Letter-head)

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education and Training: *{List college/university/ Institution or other specialized education/ Training, giving names of institutions, dates attended, degree(s)/diploma(s)/ Certificate(s) obtained. Highlight relevance to general and specific sectors}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}*

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed and relevance to the Assignment**
[e.g., May 2021-present]	*[e.g., Ministry of ……, advisor/consultant to…* *For references: Tel……/e-mail……; Mr Hbbbbb, deputy minister]*		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in FORM T-5 in which the Expert shall be involved)	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of a Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by the Procuring Entity.

{day/month/year}

Name of Expert Signature Date

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

…….

[name, address, and seal of Consultant]

DA: As above, if any

Form T-7: Terms and Conditions - Compliance

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Note to Consultants: Fill up this Form regarding Terms and Conditions in the RFP Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.

Sl. No.	**Ref of RFP Document Section, Clause**		**Subject**	**Confirmation/ Deviation/ Exception/ reservation**	**Justification/ Reason**
	Section	**Clause/ sub-clause**			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the RFP Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognised and shall be null and void.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

……

……

[name, address, and seal of Consultant]

DA: If any, at the option of the Consultant.

Form T-8: Checklist for Consultants

(Ref ITC-clause 1.5)

(To be submitted as part of Technical Proposal)

(on Consultant's Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Note to Consultants: This checklist is merely to help the Consultants prepare their Proposals; it does not override or modify the tender requirement. Consultants must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)	
2.	Form T-1A: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.	
3.	Form T-2: Consultant's Organisation and Experience	
4.	Form T-3: Comments and Suggestions on Terms of Reference…	
5.	Form T-4: Description of Approach, Methodology and Work Plan…	
6.	Form T-5: Work Schedule and Planning of Deliverables	
7.	Form T-6: Team Composition, Assignment and Key Experts' Inputs. Annex containing all CVs	
8.	Form T-7: Terms and Conditions - Compliance	
9.	Form T-8: This Checklist – was ticked appropriately	
10.	Form T-9A: Bank Guarantee Format for Earnest Money Deposit or Form T-9B: Bid Securing Declaration – as applicable Form T-9C: Mandate form	
11.	If applicable, Form T-10/1, T-10/2, T-10/3: Duly signed Integrity Pact, If stipulated in AITC. Annexure T-10A: Guidelines on Banning of Business Dealings	
12.	Financial Proposal was separately uploaded	
13.	Any other requirements, if stipulated in TIS/ AITC; or if considered relevant by the Consultant	

Form T-9A BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial Stamp Paper of Appropriate Value)

To,

RITES LTD.

_____

_____

1. WHEREAS RITES LTD*/RITES Ltd. Acting for and on behalf as Agent/Power of Attorney Holder of …….. (hereinafter called 'The Employer') (which expression shall unless repugnant to the subject or context include its successors and assigns) has invited bids by way of E-tender Number-…… dated ……. (hereinafter called 'the Tender') for …… (*description of the tender work*);
   * Strike out which ever is not applicable

2. AND WHEREAS …… (*name of the bidder*) (hereinafter called 'the Bidder') has submitted a bid for the Tender to the Employer.

3. AND WHEREAS a Bank Guarantee for Rs…… (Rupees …….. only) (*Amount of EMD*) in favour of RITES Ltd (hereinafter called the "Beneficiary") valid till …… (*the date of validity of this Guarantee from the date of the submission of Tender's offer*) is required to be submitted by the Bidder as EMD along with the Tender.

4. We …….. (*Name of the bank*) having our office at …….. (*Address of the bank*) (hereinafter called 'the Bank') hereby give this Bank Guarantee and hereby agree unequivocally and unconditionally to pay to RITES Ltd. immediately on demand and without demur to the extent of the said sum of Rs. …… (Rupees …… only) for which payment well and truly to be made to the said Beneficiary, the Bankbinds itself, its successors and assigns by these presents on default of any of the conditions of the Tender as follows:

   i. if the Bidder after bid opening, but before expiry of bid validity or issue of Letter of Acceptance, whichever is earlier,

      1. withdraws his tender; or
      2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer
      3. impairs or derogates from the tender in any respect within the period of validity of the tender
      4. If the bidder does not accept the correction of his price during evaluation

   ii. in case any information/document which may result in the Bidder's disqualification is concealed by the Bidder or any statement/information/document furnished by the Bidder or issued by a

Bank/Agency/Third Party and submitted by the Bidder, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

iii. in the case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee within the period specified under Clause 5.8 of GCC.

5. We undertake to pay to the Beneficiary up to the above amount upon receipt of its first written demand, without the Beneficiary having to substantiate its demand, provided that in its demandthe Beneficiary will note that the amount claimed by it is due to its owing to the occurrence of one or more of the conditions mentioned above, specifying the occurred condition or conditions.

6. This guarantee will remain in force up to …….. and any demand in respect thereofshould reach the Bank not later than the above date.

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. …… (Rupees …… only)

II. This Bank Guarantee shall be valid up to …… [***Insert the date i.e. 45 days after the period of bid validity***]

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before …….. failing whichour liability under the guarantee will automatically cease.

Seal: (Authorised Signatory of the Bank)

Date:

Form T-9B: Bid Securing Declaration

Consultants exempted from submission of Bid Security are also required to submit this. (on Consultant's Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

(insert Tender Inviting Authority (TIA) with Complete Address)

RITES Ltd.

[Complete address of the Procuring Entity]

Ref: RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Sir/ Madam

We, the undersigned, solemnly declare that

We understand that according to this RFP document's conditions, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we (all members individually and jointly in case of JV/C) shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1) Withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity; or
2) Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:

    (a) Refused or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the RFP document's conditions.
    (b) Fail or refuse to sign the contract.

We know that this Proposal-Securing Declaration shall expire

1) On receipt of the Procuring Entity's notification

    i) of cancellation of the entire tender process or rejection of all bids or
    ii) of the name of the successful bidder

2) If the contract is not decided - forty-five days after the expiration of the Proposal validity, any extension to it or

3) If the contract is not awarded to us - not later than thirty days after the conclusion of the resultant contract, or

4) If the contract is awarded to us - after furnishing performance security and signing of agreement.

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of…….

[name, address, and seal of Consultant]

Dated on ……. day of …….. [insert date of signing]

Place……[insert place of signing]

DA:……

Form T-9C: Mandate Form

To

RITES Ltd.

……..,

……..

Authorization for payments through Electronic Fund Transfer System (RTGS/NEFT)

Whereby authorize RITES Ltd. to make all our payments, including refund of Earnest Money, through Electronic Fund Transfer System (RTGS/NEFT). The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1	NAME OF THE BENEFICIARY	
2	ADDRESS WITH PIN CODE	
3	(A) TELEPHONE NO. WITH STD CODE	
	(B) MOBILE NO.	
4	BANK PARRTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO. WITH STD CODE	
C	BRANCH ADDRESS WITH PIN CODE	
D	BANK FAX NO. WITH STD CODE	
E	11 CHARACTER IFSC CODE OF THE BANK (EITHER ENCLOSE A CANCELLED CHEQUE OR OBTAIN BANK CERTIFICATE AS APPENDED)	
F	BANK ACCOUNT NUMBER AS APPEARING IN THE CHEQUE BOOK	
G	BANK ACCOUNT TYPE (TICK ONE)	SAVING/CURRENT/ LOAN CASH/ CREDIT/ OTHERS
H	IF OTHERS, SPECIFY	
I	PERMANENT ACCOUNT NUMBER (PAN)	
J	E-MAIL ADDRESS	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit it not effected at all for reasons of incomplete or incorrect information, I / We would not hold RITES Ltd. responsible. Bank charges for such transfer will be borne by us.

Date:

SIGNATURE

(AUTHORISED SIGNATORY)
Name……

BANK CERTIFICATION

It is certified that the above-mentioned beneficiary holds bank account No …… with our branch and the Bank particulars above are correct.

Date:

SIGNATURE

(AUTHORISED SIGNATORY)

Name ……

OFFICIAL STAMP

Form T-10/1:

The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender

To

All Bidders/Consultants for the Subject Tender

……..,

.

Subject: NIT/RFPL No……for the services of ……*(Fill in Name of the Services)*

Dear Sir,

It is hereby declared that RITES LTD., acting for and on behalf of and as an Agent/Power of Attorney Holder of ……..(The Principal/Employer) is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Consultant will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /consultant will stand disqualified from the tendering process and the bid of the consultant would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RITES Ltd.

Yours faithfully

RITES Ltd

(Name, Signature and Designation of the Authority *competent to sign contract agreement on behalf of RITES*)

for and on behalf of and as an

Agent/Power of Attorney Holder of

……

Note- The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender.

Form T-10/2:

The consultant will download this document and affix his signatures and upload such signed document along with Integrity pact

To,

……

…….

(Fill the Designation and Address of the Authority competent to sign contract agreement on behalf of RITES)

Name of Service: …… *(Fill in Name of the Service)*

Dear Sir,

I/We acknowledge that RITES Ltd. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that SUBMISSION OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/ bid is finally accepted by RITES Ltd. and/or Client*(Strike out whichever is not applicable).* I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement at Form T-10/3.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RITES Ltd. and/or Client *(Strike out whichever is not applicable),* shall have unqualified, absolute and unfettered right to disqualify the tenderer / consultant and reject the tender/ bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the consultant/bidder)
(Official Seal)

Place:……

Date: …….

Witness 1:

(Name & Address)……
……

Witness 2

(Name & Address)……
……

Date:

Note-1 The bidder/consultant will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 6 (2) of RFPL. In case of ***Failure to submit the Integrity Pact duly signed and witnessed, along with the bid, the bid is likely to be rejected****.*

Note-2 In case of a Joint Venture/Consortium, each member of JV/Consortium will submit this document duly signed and witnessed along with the bid. All authorized signatories of the members of JV/Consortium, can either sign on one document jointly or can sign on separate documents. In case of ***Failure to submit the Integrity Pact duly signed and witnessed, along with the bid, the bid is likely to be rejected****.*

FORM T-10/3

INTEGRITY PACT

(If stipulated in TIS, Ref Clause 6 (2) of RFPL)

(To be signed on Plain paper)

(To be submitted as part of Technical Proposal)

INTEGRITY PACT

Between

RITES LTD. acting for and on behalf of and as an Agent/Power of Attorney Holder of
…….

(Name of Principal/Employer)

(Hereinafter called the "Principal/Employer" and which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND……

(Name of the Bidder/Consultant)

(Hereinafter referred to as "The Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

'The Principal/Employer' intends to award, under laid down organizational procedures, contract/s for _____, 'The Principal/Employer' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Consultant(s).

In order to achieve these goals, the Principal/Employer shall appoint Independent External Monitors (IEMs) who shall monitor the tender Process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal/Employer'

(1) 'The Principal/Employer' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal/Employer, personally or through family members, will, in connection with the tender or for the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal/Employer will, during the Procurement Process, treat all bidders/Consultant(s) with equity and reason. The Principal/Employer will, in particular, before and during the Procurement Process, provide to all bidders/Consultant(s) the same information and will not provide to any bidders/Consultant(s) confidential/ additional information through which the bidders/Consultant(s) could obtain an advantage in relation to the tender Process or the contract execution.

c. The Principal/Employer will exclude from the process all known prejudiced persons.

(2) If the Principal/Employer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC (Indian Penal Code)/ PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Principal/Employer will inform its Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ' Bidder/ Consultant'

(1) The 'Bidder/Consultant' commit himself to taking all measures necessary to prevent corruption. He commits himself to observe the following principles during participation in the tender Process and during the contract execution.

a. The 'Bidder/ Consultant' will not, directly or through any other person or firm, offer, promise, or give to any of the Principal/Employer 's employees involved in the tender Process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.

b. The 'Bidder/Consultant' will not enter with other Bidders/Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding Process.

c. The 'Bidder/Consultant' will not commit any offence under the relevant IPC/ PC Act; further, the ' Bidder/ Consultant' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/Consultant' will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

e. Foreign bidders/Consultants shall disclose the name and address of agents and representatives in India .

f. Indian Bidders/Consultants shall disclose their foreign principals or associates.

(2) The 'Bidder/Consultant' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Procurement Process and exclusion from future contracts

If the 'Bidder/Consultant', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question,

the Principal/Employer is entitled to disqualify the 'Bidder/Consultant' from the tender Process or terminate/determine the contract, if already executed, as per Clause 12 of GCC or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" placed at Annexure-T-10A.

Section 4 - Compensation for Damages

(1) If the Principal/Employer has disqualified in terms of the provisions in Section 3, the 'Bidder/Consultant' from the tender Process prior to the award of contract, the Principal/Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal/Employer has terminated the contract during execution in terms of the provisions under Section 3, the Principal/Employer shall be entitled to demand & recover from the Bidder/Consultant the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee which shall be absolutely at the disposal of the Principal/Employer.

Section 5 - Previous transgression

(1) Bidder/Consultant to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders/consultants in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders/consultants shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders/consultants.

(2) If the Bidder/Consultant makes an incorrect statement on this subject, he can be disqualified from the tender Process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings".

Section 6 - Equal treatment of all Bidders/Consultants/Sub-contractors

(1) The Bidder/Consultant undertakes to demand from all partners/sub-contractors (if permitted under the conditions/clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Principal/Employer before signing the contract.

(2) The Bidder/Consultant confirms that any violation by any of his partners/subcontractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Consultant himself, leading to possible Termination of Contract in terms of Section 4.

(3) The Principal/Employer will disqualify from the tender Process all bidders/consultants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s)/ Consultant(s)/ Subcontractor(s)

If the Principal/Employer obtains knowledge of the conduct of a Bidder, Consultant or Partners/ Subcontractor, or of an employee or a representative or an associate of a Bidder, Consultant or Subcontractor, which constitutes corruption, or if the Principal/Employer has substantive suspicion in this regard, the Principal/Employer will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal/Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement on receipt of any complaint by them from the bidder(s)/consultant(s). The IEMs shall examine all the representations/grievances/complaints received by them from the bidders/consultants or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined as far as possible by the full panel of IEMs jointly or by the sole IEM as the case may be, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Limited.

(3) The Bidder/ Consultant accepts that the Monitor has the right to access, without restriction, to all Project documentation of the Principal/Employer, including that provided by the bidder/Consultant. The bidder/Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners/Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Consultants/Partners/Sub-Contractor with confidentiality.

(4) The Principal/Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal/Employer and the Consultant. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/Consultant, has taken place, he will request the party concerned to discontinue or take corrective action, or to take any other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action. The role of the Monitor will be advisory and his advice will be non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

(6) The Monitor will submit a written report to the CMD/RITES Ltd. at the earliest from the date of reference or intimation to him by the Principal/Employer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) The word ‘Monitor’ would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract and for all other consultants 6 month after the Contract has been awarded.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by CMD/RITES Ltd.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction shall be as stated in the Contract Agreement

(2) Changes and supplements, as well as termination notices, need to be made in writing.

(3) If the Bidder/Contractor is a Joint Venture/Consortium, this agreement must be signed by legally authorized signatories of each Member of JV/Consortium. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture/Consortium will comply with the provisions in the Integrity Pact. Any violation of Section 2 above by any of the Members will be construed as a violation by the Joint Venture/Consortium leading to possible Termination of Contract in terms of Section 3.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

(5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.

(6) In case of sub-contracting, the principal consultant shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

(7) In the event of any dispute between Principal/ Employer and the consultant/bidder, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal/ Employer and consultant/bidder may take further action as per the terms & conditions of the contract.

(8) The Bidder/Consultant undertakes (as part of Fall Clause) that they have not and will not sell the same material/equipment at prices lower than the bid price.

For and on behalf of the Principal/Employer

(Name of the Officer and Designation) For and on behalf of 'Bidder/ Consultant.'

(Office Seal) (Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Note-
1. RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The bidder/consultant will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained under para 6 (2) of NIT. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

2. In case of a Joint Venture/Consortium, each member of Joint Venture/Consortium will sign the Integrity Pact and submit the same with the Bid/Tender. *All authorized signatories of the members of JV/Consortium, can either sign on one document jointly or can sign on separate documents*. Failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, may lead to rejection of the Bid.

ANNEXURE – T-10A

Guidelines on Banning of Business Dealings

1. Introduction

1.1 RITES, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RITES has also to safeguard its commercial interests. It is not in the interest of RITES to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RITES to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Consultant/Bidder/Contractor/Supplier' in the context of these guidelines is indicated as 'Agency'.

ii) Competent Authority' shall mean the Executive Director of the Division.

iii) 'First Appellate Authority' shall mean Director in charge of the Division and

iv) "Second Appellate Authority" shall mean the CMD, RITES.

v) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

vi) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the **CMD**. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with RITES is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department.

The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RITES, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (RITES) or its official in acceptance/performances of the job under the contract;

6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;

6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (RITES) or even otherwise;

6.10 Established litigant nature of the Agency to derive undue benefit;

6.11 Continued poor performance of the Agency in several contracts;
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.

8.2 If the Agency requests for inspection of any relevant document in possession of RITES, necessary facility for inspection of documents may be provided.

8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 8.4 of of ITC is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

a) For completely exonerating the Agency; or
b) For forfeiture of EMD but for not banning of business dealings with the Agency; or
c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it is decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. to the First Appellate Authority.

9.2 In the event the Agency is dissatisfied with the decision of the First Appellate Authority, it shall file a second appeal to the Second Appellate Authority.

9.3 The Appeals shall be preferred within one month from the receipt of the order of the Competent Authority or First Appellate Authority, as the case may be.

9.4 Appellate Authorities would consider the appeal and pass appropriate order which shall be communicated to the Agency as well to the Competent Authority.

10. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

11.1 Depending upon the gravity of misconduct established, the Competent Authority of RITES may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

13. Power of Superintendence

CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these Guidelines

FORMATS

Format 1: Contract Form

(Ref ITC-clause 13)

(Name & Designation of officer Competent to Sign the Contract For and on behalf of RITES)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Contract No……. dated…….

To

Consultant [Write Name]

[Complete address of the Consultant]

Subject: ----------

Ref: *1. This office's Letter of Award No…….. dated ……..*

2. This office RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services, dated……. and subsequent Amendment No……., dated…… (If any). (Hereinafter referred to as 'the RFP Document')

3. Your Tender No…… dated…….. and subsequent communication(s)/ Revised Offer No…… dated …….. (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as those assigned in the General Condition of Contract enclosed.

2) The following documents attached hereto shall be deemed to form an integral part of this Contract:

a) The General Conditions of the Contract;
b) The Special Conditions of the Contract;
c) Appendices:

i) Appendix A: Description of Services
ii) Appendix B: Key Experts
iii) Appendix C: Remuneration Cost Estimates
iv) Appendix D: Reimbursable Cost Estimates
v) Appendix E: Bank Guarantee Format for Performance Security

In the event of any inconsistency between the documents, the following order of precedence shall prevail: this Contract Form; the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

3) Key Information

a) Summary of Costs

Name of Work:	Procurement of Consultancy Services						
Tender No:	Tend No./ xxxx						
Name of the Bidder/ Bidding Firm/ Company:							
	Remuneration as per Appendix C	CGST %age And Amount	SGST %age And Amount	IGST %age And Amount	Cess %age And Amount	Reimbursables as per Appendix D	Total Cost Contract with Taxes
1	2	3	4	5	6	7	8
%age of GST							
Cost in Figs							

Cost in Words							

b) Timelines

i) Effective Date of The Contract as per Work Plan in Appendix A
ii) Completion Date of the Services as per Work Plan in Appendix A

4) The mutual rights and obligations of the Procuring Entity and the Consultant shall be as outlined in the Contract, in particular:

a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

(insert Name & Designation of officer Competent to Sign the Contract For and on behalf of RITES)

For and on behalf of the RITES Ltd.

Received and accepted this Contract ……..

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant. For a joint venture, either all members shall sign or only the lead member, in which case a power of attorney to sign on behalf of all members shall be attached.)

For and on behalf of ……

(Name and address of the Consultant)

……..

(Seal of the Consultant) Place:_____ Date:

Appendix A: Description of Services

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No_____; Date_____

Consultant's Name_____

[This Appendix shall include the final Terms of Reference (TORs), Approach, Methodology and Work Schedule and Planning of Deliverables, worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks that require prior approval by the Procuring Entity.]

1. Terms of Reference

Insert the text based on Section VI (Terms of Reference) of the RFP and modify it based on Forms T-1 through Form T-7 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]

2. Approach and Methodology

Insert the text based on Form T-4 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.

3. Work Schedule and Planning for Deliverables

Insert the text based on Form T-5 in the Consultant's Proposal as negotiated between the Procuring Entity and the Consultant.

Appendix B: Key Experts

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No_____; Date_____

Consultant's Name_____

[Insert a table based on Form T-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in the Procuring Entity that may affect Consultant's work; etc. Make sure there is consistency with Form T-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Contract No_____; Date_____

Consultant's Name_____

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.]

2. [When the Consultant has been selected under the Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations, also add the following:

"The agreed remuneration rates shall be stated in the attached Annex to Appendix C. This Annex shall be prepared based on the Breakdown of Remuneration Rates submitted by the Consultant and incorporating any amendments agreed upon during negotiations.

Should information submitted by the Consultant be found by the Procuring Entity (either through inspections or audits according to GCC clauses 5.11 and 5.12 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have a retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with GCC clause 10.5.7 of this Contract."

Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who shall be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Rate per Working Month/Day/Hour)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate[1] in Figs	Agreed Fixed Rate in Words
Home Office									
Away from Home Office									

1 Expressed as a percentage of 1
2 Expressed as a percentage of 4

_____ _____

Signature Date

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made at the negotiations or state that none has been made.*

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made more than the Contract amount.]

Appendix E: Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value in accordance with Stamp Act and shall be purchased in the name of the guarantee issuing Bank or the Party on whose behalf the BG is being issued.)

(Ref ITC-clause 13.1.2 and GCC-clause 5.8)

Ref Bank Guarantee No……

Date……..

To

(Insert designation of Contract Manager)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Whereas M/s……with its Registered/ Head Office at…… (name and address of the Consultant, hereinafter called "the Consultant", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no …….. date…….. to delivery …… (description of Services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we …… with our Head Office at……. (name and address of the Bank, hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of ……..(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant's.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ……day of …….20…… [***Insert date i.e. 60days after the date of completion of all contractual obligations including warranty obligations by the Consultant***]

Our…….branch at……*(Name & Address of the ……..*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ……* branch a written claim or demand and received by us at our ……..* branch on or before Dt…….. otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

……

……

Name and designation of the officer

……

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Format 2: Certification by Prospective Arbitrators

(Deleted)

(Ref GCC-clause 11.5)

To

(The Authority Competent to Appoint Arbitrator defined in Contract)

RITES Ltd.

[Complete address of the Procuring Entity]

Certification by Prospective Arbitrators

1. Name:_____

2. Contact Details:_____

3. I hereby certify that I am a retired officer of *[Name of Organisation]* retired as_____in_____grade.

4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:------

5. I have no past or current relationship/ interest, financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such a relationship or interest are as under:----------

6. No concurrent circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances will likely affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:----------

(Signature)

(Name & Designation)

Format 3: Authorization to Attend Pre-Proposal Conference

(Refer to ITC-clause 7)

(on Company Official Letter Head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

(Insert designation of TIA & Division or any other officer nominated by procuring entity)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Ref: RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

Subject: Authorization to attend Pre-Proposal Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of _____ (Consultant) in the order of preference given below.

Sr.	**Name**	**Government Photo ID Type/ Number**
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives cannot attend.

2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant

or

The officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[name & address of Consultant and seal of company]

Sample 1: Time-Based (Input Admeasurement) BOQ

Form F-1 Summary of Costs

Time-Based (Inputs admeasurement) BOQ (Based on Item-wise Template)

Domestic Tenders - Rates are to be given In Rupees (INR) Only)

Refer to ITC Clause 9.3.1

Name of Work:		Procurement of Consultancy Services					
Tender No:		RFP No./ xxxx					
Name of the Bidder/ Bidding Firm/ Company:							
	Remuneration as per Form F-2	CGST %age And Amount	SGST %age And Amount	IGST %age And Amount	Cess %age And Amount	**Reimbursables as per Form F-3**	**Total Cost of the Financial Proposal with Taxes**
1	2	3	4	5	6	7	8
%age of GST							
Cost in Figs							
Cost in Words							

Form F-2 REMUNERATION COST

Refer to ITC Clause 9.3.1

No.	Name	Position (as in Form T-6)	Person-month Remuneration Rate	Time Input in Person/Month (from Form T-6)	Cost (4X5 in INR)
1	2	3	4	5	6
	Key Experts				
K-1			[*Home*]		
			[*Field*]		
K-2					
	Non-Key Experts				
N-1			[*Home*]		
N-2			[*Field*]		
				Total Cost per Period/ Month	

Form F-3 Reimbursable Expenses Summary

Refer to ITC Clause 9.3.1

B. Reimbursable Expenses_____					
Sr No	**Type of Reimbursable Expenses**	**Unit**	**Unit Cost**	**Quantity**	**Cost** (4X5 in INR)
1	2	3	4	5	6
	{e.g., Per diem allowances}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between ----- place and ------place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
	{Software or Hardware costs}				
	{Training of the Procuring Entity's personnel – if required in TOR}				
Total Costs					