EOI DOCUMENT.

Expression of Interest Document

Tender Reference Number: EOI/ xxxx

For Procurement of Consultancy Services

Consultancy Services [Name of Services ----- To be filled]

[Month, Year to be filled by TIA]

(* *Based on Std document of RITES, May 2023*)

[**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 SBU may insert their Complete address above]

RITES Ltd.
Expression of Interest Document
Tender Reference Number: EOI/ xxxx
For Procurement of
Consultancy Services

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Expression of Interest (EOI) Document

1. Expression of Interest (EOI)

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 Expression of Interest (hereinafter referred as the 'EOIs') from eligible and qualified Consultants for shortlisting for the delivery of Consultancy Services as described in 'Schedule I: Terms of Reference'(hereinafter referred to as 'the Services'). Interested Consultants should provide sufficient and relevant information demonstrating that they meet the specified eligibility criteria and have the required qualifications to perform the Services. This Expression of Interest Document, reference number, EOI/ xxxx (hereinafter referred to as 'the EOI Document'),details the process of such shortlisting. As part of this procurement process, a Request for Proposals (RFP) for selecting Consultants shall be subsequently issued to only such shortlisted Consultants.

* *Strike out which ever is not applicable*

2. The EOI Document

2.1. Governing Language and Law

1) The EOI submitted by the Consultant and all subsequent correspondence and documents relating to the EOI exchanged between the Consultant and the Procuring Entity shall be written in the language specified in the AEOI (hereinafter referred to as the 'EOI Language'. If nothing is specified, the language shall be Indian English). However, the language of any printed literature furnished by a Consultant in connection with its EOI may be written in any other language provided a translation accompanies the same in the EOI language. For purposes of interpretation of the EOI, translation in the language of the EOI shall prevail.
2) The EOI process shall be interpreted under the laws of the Union of India. It shall be subjected to the exclusive jurisdiction of courts relevant to the address of the Tender Inviting Authority.

2.2. Acronyms

Following Acronyms have been used in this EOI Document:

Acronym	Definition	Acronym	Definition
AEOI	Appendix to Expression of Interest (EOI Document)	RFP	Request for Proposals

Acronym	Definition	Acronym	Definition
EOI	Expression of Interest	TIA	Tender Inviting Authority
DPIIT	Department for Promotion of Industry and Internal Trade (DPIIT)	TOR	Terms of Reference
JV/C	Joint Venture/ Consortium		

2.3. The Contents of the EOI Document

This 'Expression of Interest Document' (hereinafter referred to as the 'the EOI Document') provides the relevant information and instructions to assist the prospective Consultants in preparing and submitting EOIs. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of EOIs, and shortlisting of consultants. The Tender Inviting Authority is the designated officer for clarifying this EOI Document. The following Appendices are part of the EOI Document. Additional sections/ appendices/ Schedules may be included in specific EOI.

1) Appendix to the EOI Document (AEOI)
2) Schedule I: Terms of Reference
3) Schedule II: Qualification Criteria
4) EOI Submission Formats
    a) Form 1: EOI Form (Covering Letter)
        i) Form 1.1: Consultant Information
           Form 1.1-A: Power of attorney to authorised signatory
           Form 1.1-B: Power of attorney to lead member of joint venture
        ii) Form 1.2: Eligibility Declarations
    b) Form 2: Qualification Criteria – Compliance
        i) Form 2.1: Performance Capability Statement
        ii) Form 2.2: Non-Performance, Litigation Statement
    c) Form 2.3: Financial Capability Statement
        i) Form 2.3.1: Financial Statement Ratios
        ii) Form 2.3.1: Average Annual Turnover
        iii) Form 2.3.3: Financial Resources
        iv) Form 2.3.4: Current Contract Liabilities/ Assignments in Progress
    d) Form 3: Checklist for Consultants
5) Other Formats: Format 1: Authorisation for Attending Pre-EOI Conference

2.3.1 Appendix to the EOI Document (AEOI)

Variable parameters and information related to this specific EOI process are summarised in the EOI Document appendix.

2.3.2 Schedule I: Terms of Reference (TOR)

'Schedule I: Terms of Reference' describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, and timelines of Consultancy Services (hereinafter called the 'Services') required. The 'Services' may include incidental Goods, Works, and other Services, if so, indicated therein. Any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Procuring Entity reserves its rights to vary the TOR to be included in RFP that would follow this EOI.

2.3.3 Schedule II: Qualification Criteria:

This appendix lays down the Qualifying Criteria for shortlisting consultants. It may indicate the extent of dispensation, if any, allowed for Start-ups, under Clause 5.2 below. Unless otherwise indicated in AEOI, Consultants may associate with other firms to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected in the RFP stage. These qualification criteria are only for shortlisting, and the Procuring Entity may put additional qualification Criteria as part of the RFP process that would follow this EOI.

2.3.4 EOI Formats for submission (To be filled, digitally signed, and uploaded by consultants)

The Consultant must fill and submit the EOI in the Formats given in 'EOI Submission Formats'.

2.4. Corrigenda/ Addenda to EOI Document

1) Before the deadline for submitting EOIs, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the EOI Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original EOI 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 EOI Document.
2) The Procuring Entity may extend the deadline for the EOI 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 EOI submission.

3) After the Procuring Entity makes such modifications, any Consultant who has submitted his EOI in response to the original invitation shall have the opportunity to either withdraw his EOI or re-submit his EOI superseding the original EOI within the extended time of submission as per Clause 8.4 below.

2.5. Pre-EOI Conference

1) If a Pre-EOI conference is stipulated in the AEOI, prospective consultants interested in participating in this EOI may attend a Pre-EOI conference to clarify the conditions of the EOI process at the venue, date and time specified therein. Participation in the Pre-EOI conference is restricted to prospective consultants who have downloaded the EOI Document.
2) The date and time by which the written queries for the Pre-EOI must reach the authority and the last date for registration for participation in the Pre-EOI conference are also mentioned in the AEOI. If the dates are not mentioned, such date and time shall be seven days before the date and time of the Pre-EOI conference.
3) Delegates participating in the Pre-EOI conference must provide a photo identity and an authorisation letter as per Format 1: "Authorisation for Attending Pre-EOI Conference" from their Company; else, they shall not be allowed to participate. The Pre-EOI conference may also be held online at the discretion of the Procuring Entity.
4) After the Pre-EOI conference, minutes of the Pre-EOI conference shall be published on the Procuring Entity's Portal within seven days from the Pre-EOI conference. If required, a clarification letter and corrigendum to EOI Document shall be issued, containing amendments, if any, of various provisions of the EOI Document, which shall be deemed part of the EOI Document. As per clause 2.4 above, to give reasonable time to the prospective consultants to take such clarifications into account in preparing their EOIs, the Procuring Entity may suitably extend, as necessary, the deadline for the EOI submission.

3. Procuring Entity - Rights and Disclaimers

3.1. Disclaimers

3.1.1 The EOI Document – not a Contractual Document

The EOI Document provides the Consultant(s) with information to assist them in participation in this EOI Process. This EOI Document and the EOI process is to shortlist eligible and qualified Consultants for exclusive participation in the following Request for Proposal (RFP) procurement process. Therefore, this EOI process is not a contractual procurement process. Hence, in this EOI process, unlike the following RFP process, no legal obligations for the Procuring Entity nor any legal rights for the Consultants shall be created under the Indian Contract Act and related law.

3.1.2 Terms and Conditions of Information Provided

1) Information contained in the EOI Document or subsequently provided to the Consultant(s) is on the terms and conditions set out in the EOI Document or subject to which that was provided. Similar terms apply to information provided in writing or in documentary or any other form, directly or indirectly, by the Procuring Entity, its employees, or associated agencies.
2) The EOI 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 EOI Document to the Consultant(s) is on a wide range of 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 of any interpretation or opinion on law expressed herein.
3) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the EOI Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Consultant, on such account.

3.2. Right to Intellectual Property and confidentiality:

1) The EOI 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 EOI with their employees, subcontractor(s), or holding Company. Consultants shall obtain an undertaking of confidentiality from them like that imposed on Consultants under this clause.
3) This condition shall also apply to consultants who do not submit an EOI after downloading it or are not shortlisted.
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 the Consultant at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity;

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.

3.3. Right to Reject any or all EOIs

The issue of the EOI Document does not imply that the Procuring Entity is bound to shortlist Consultants. The Procuring Entity reserves its right to accept or reject any or all EOIs, abandon/ bypass/ cancel the EOI process, and issue another EOI for the same or similar Services before shortlisting Consultants. It would have no liability to the affected Consultant or Consultants or any obligation to inform the affected Consultant or Consultants of the grounds for such action(s).

4. Participation in EOI – Eligibility Criteria

4.1. Eligibility Criteria

Subject to other provisions in the Expression of Interest Document, participation in this shortlisting process is open to all Consultants who fulfil the 'Eligibility' and 'Qualification' criteria. Consultants should meet the following eligibility criteria as of the date of their EOI submission and should continue to meet these until the subsequent RFP process and contract award. Consultants shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). Consultant unless otherwise stipulated in AEOI:

1) must be:

   (a) a natural person (an individual Consultant), private Entity (a Consulting Company/ LLP /Partnership firm registered under applicable Act in India), public Entity (Government-owned enterprise or institution), or unless otherwise stipulated in the AEOI - Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
   (b) a provider of the Consultancy Services with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, as applicable to the subject Consultancy Services.

2) must:

   (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
   (b) (Including their affiliates or subsidiaries or contractors/ subcontractors for any part of the contract):

i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the RITES Ltd. or its Ministry/ Department from participation in its procurement processes; and/ or

ii) Not be convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

iv) Not have an association (as a consultant/ partner/ director/ employee in any capacity)

- of any retired employee (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such employees/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
- of the near relations of executives of Procuring Entity involved in this procurement process

(c) Not have a conflict of interest, which substantially affects fair competition. The EOIs submitted should be competitive without adopting unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other consultant to submit or not to submit an offer for restricting competition

3) must fulfil any other additional eligibility condition, if any, as may be prescribed in EOI Document.
4) must provide such evidence of their continued eligibility to the Procuring Entity if requested.
5) from certain countries shall be eligible subject to certain conditions as detailed in Clause 4.2 below.

4.2. Eligibility of consultants from Restricted countries

4.2.1 Restrictions based on Reciprocity

Entities from countries (if so identified in AEOI) as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this EOI process under the Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT). The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT.

4.2.2 Restrictions Based on Land Borders

i) Orders issued by the Government of India(Order No. F-7/10/2021-PPD(1) Dated 23.02.2023 issued by Department of Expenditure, Ministry of Finance ,Govt. of India or any other latest order on the subject matter; also referred to as "the Order" in this clause) restricting procurement from consultants from certain countries that share a land border with India shall apply to this procurement.

ii)Any consultant from a country that shares a land border with India[1], excluding countries as listed on the website of the Ministry of External Affairs[2], to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries' shall be eligible to participate in this EOI only if the Consultant is registered[3] with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Consultants shall enclose the certificate in Form 1.2 - EOI Form.

iii) Any Consultant (including an Indian consultant) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in this EOI only if the bidder is registered with the Competent Authority i.e. Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The provisions of requirement of registration of bidders and of other relevant provisions of Specified Transfer of Technology (ToT) arrangement as per Order at Para 4.2.2 (i) shall apply to this EOI(Applicable to all proposals/tenders issued after 01.04.2023). Consultants shall enclose the certificate in Form 1.2 - EOI Form

iv) The provision of the Order on restrictions based on land borders will not be applicable for cases mentioned hereinunder:

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[1]https://mea.gov.in/india-and-neighbours.htm

[2]http://meadashboard.gov.in/indicators/92

[3]https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Consultants-15Oct2020.pdf

A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.

B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

4.2.3 Compliance with Above Restrictions

1) In EOIs the successful Consultant shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor complies with similar conditions.
2) If Consultant has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries. In that case, such a vendor must also comply with similar conditions. However, such restrictions shall not apply, if the Consultant procures raw material, components, and sub-assemblies from such countries.

Definitions:

3) "*Bidder*'' for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or
'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4) "*Bid/Tender*'' for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

5) ''*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
6) "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in the order.

7) " Consultant (or entity) from a country which shares a land border with India" for the purpose of the order means: -

   a) An entity incorporated, established, or registered in such a country; or
   b) A subsidiary of an entity incorporated, established, or registered in such a country; or
   c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
   d) An entity whose beneficial owner is situated in such a country; or
   e) An Indian (or other) agent of such an entity; or
   f) A natural person who is a citizen of such a country; or
   g) A consortium or joint venture where any member falls under any of the above

8) The beneficial owner shall mean:

   a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s),who, Whether acting alone or together or through one or more juridical persons, has a controlling ownership interest or who exercising control through other means.

      Explanation-

      i) "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five percent of the shares or capital or profits of the Company;
      ii) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

   b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through

one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under (a) or (b), or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

e) In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

9) *An "Agent'* is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

a. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of the Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

10) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

11) If the bidder was validly registered at the time of acceptance **/** placement of order, registration shall not be a relevant consideration during contract execution

12) **Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

The Order may be referred for sectors/Technologies which have been identified as sensitive from the National Security Point of View. The Consultant with ToT arrangement in any sensitive Sector/Technology with a country which shares a land border with India shall require registration. The Order may be referred for details of sensitive sectors/Technologies.

13) **Validity of Registration**

In respect of bids / tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance */* placement of order, registration shall not be a relevant consideration during contract execution.

4.3. Sub-Contractors

Consultants may propose to associate sub-contractors for specific parts of the Services provided that the names and details of the sub-contracts are clearly stated in the EOI and provided further that such sub-contractor should not circumvent the eligibility condition laid down above. Persons who are not full-time employees of the Consultant shall be considered subcontractors. Nevertheless, the Consultant shall solely remain responsible for sub-contracted portions of the Services.

4.4. Joint Venture/ Consortium

In the case where a consultant is or proposes to be a Joint Venture/ Consortium (that is, an association of several persons, or firms or companies - hereinafter referred to as JV/C), then it must comply with additional requirements specified below:

1) The JV/C and all members (including non-substantial members) must satisfy all the eligibility requirements set out in this EOI Document; and
2) JV/C and its members must meet the qualification criteria jointly or severally as laid down in Schedule II– Qualification Criteria as relevant for JV/C. Qualification credentials of only substantial members shall be considered, and the qualification of non-substantial members shall not be considered for evaluation. However, the Procuring Entity may lay down minimum qualifications in AEOI for non-substantial members over and above the qualification criteria.
3) Subsequently, during the RFP process, JV/C shall have to comply with additional requirements and be required to submit related documents.
4) Substantial Member means member of JV/C having participation of 25% or more.
5) Non-Substantial Member means member of JV/C having participation of less than 25%.

4.5. Conflict of Interest

Any consultant with a conflict of interest that substantially affects fair competition shall not be eligible to participate in this procurement process. EOIs found to have a conflict of interest shall be rejected as non-responsive. Consultant shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A consultant in this procurement process shall be considered to have a conflict of interest if the Consultant:

1) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
2) receives or has received any direct or indirect subsidy/ financial stake from another consultant; or
3) has the same legal representative/ agent as another consultant for purposes of this EOI; or
4) has a relationship with another consultant, directly or through common third parties, which puts it in a position to have access to information about or influence the EOI of

another Consultant or influence the decisions of the Procuring Entity regarding this EOI process; or

5) participates in more than one EOI in this EOI process. Participation in any capacity by a Consultant (including the participation of a Consultant as sub-contractor in another EOI or vice-versa) in more than one EOI shall result in the disqualification of all EOIs in which he is a party. However, this does not limit the participation of a non-bidding firm as a sub-contractor in more than one EOI; or
6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm) for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (TOR)/ Activity Schedule/ schedule of requirements or the EOI Document etc) of this EOI process; or
7) has a close business or family relationship with a staff of the Procuring Organisation who:

    a) (i) are directly or indirectly involved in the preparation of the EOI Document or Terms of Reference of the procurement process and/or the evaluation of EOIs; or
    b) (ii) would be involved in the implementation or supervision of the resulting contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the EOI process and execution of the contract.

5. Purchase Preference Policies of the Government

5.1. Purchase Preference in following the RFP process

The Procuring Entity reserves its right to grant preferences to the eligible Consultants under various Government Policies/ directives; Start-ups or any other Government Policies, announced from time to time during the RFP process that shall follow this EOI.

5.2. Relaxation in Prior Turnover and Experience to Start-ups

In this EOI process under the policy of the Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises, subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final. As defined by the Department for Promotion of Industry and Internal Trade (DPIIT), an entity shall be considered a 'Start-up':

1) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act,

1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and

a) Turnover of the Entity for any of the fiscal years since incorporation/ registration has not exceeded one hundred crore rupees, and
b) The Entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.

3) A Start-up so identified under the above definition shall be required to obtain and submit along with his EOI a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

5.3 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

5.3.1 Registration of MSEs

1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be latest but before the deadline for the bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs provided:

(a) The proprietor(s) shall be SC/ ST or women in proprietary MSEs

(b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.

(c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

5.3.2 Support to MSEs

a) Tender sets shall be provided free of cost to MSEs.

b) MSEs shall be exempted from payment of Earnest Money.

5.3.3 Reservation of specific items for procurement

If so stipulated in AEOI, this procurement is reserved as per the Public Procurement Policy for the Micro and Small Enterprises Order, 2012 [amended 2018 and 2021], for exclusive

purchase from Micro and Small Enterprises (MSEs) registered with agencies. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

5.3.4 Purchase Preference to MSEs

The Procuring Entity reserves its option to give or shall give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders. A minimum 4% reservation for SC/ST owned MSEs within the above mentioned 25% reservation will also be applicable. A minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation will also be applicable.

In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs

5.4 Preference to make in India

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 (with latest amendment if any). The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:

'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this clause.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this clause.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this clause.

'L1 ' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of Purchase Preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

5.4.1 Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

Only 'Class-I local supplier', shall be eligible to bid .

Notes for Guidance of Tender/EOI Preparing Authority and Tender/EOI document approving Authority:

Note 1- *As per para 3 (a) of the 'Make in India', Policy issued vide No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 only 'Class-I Local Supplier' are eligible to Bid for "Services" tenders where sufficient local capacity and competence is available, irrespective of the Purchase value. Accordingly, only Class-I Local suppliers have been allowed to bid in this Tender.*

Note 2- *In case of special works which can allow participation of Class-II Local Supplier/ Non-Local Supplier besides Class-I Local suppliers, cases shall be dealt as per the provisions of 'Make in India Policy". Accordingly, the Provisions of this clause shall be prepared by Tender preparing Authority and shall be checked by Tender document approving authority before according approval.*

5.4.2 Purchase Preference

Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under:

1. In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

(b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose

quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

2. In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

(b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

(c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

5.4.3. Applicability in tenders where contract is to be awarded to multiple bidders

In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:

(a) If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

(b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Non-local Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

(c) If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

(d) First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

5.4.4 Exemption of small purchases: Notwithstanding anything contained in paragraph 5.4, 5.4.1 to 5.4.3 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Public Procurement (Preference to Make in India), Order Order 2017 dated 15.06.2017(with latest amendment if any) issued by DPIIT, Ministry of Commerce and Industry, GOI. . However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5.4.5 Verification of local content and violations:

a) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

5.4.6 Manufacture under license/ technology collaboration agreements with phased indigenization

a) If so, declared in AEOI, foreign companies may enter into a joint venture with an Indian company to participate.

b) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product manufactured in India under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

5.4.7 Information to be provided by Bidders/Consultant regarding Make in India policy

Bidder/Consultant shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

a) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

6. Downloading the EOI Document; Corrigenda and Clarifications

6.1. Availability of the Expression of Interest Document

The Expression of Interest Document shall be published on the e-procurement Portal. (https://etenders.gov.in/eprocure/app). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in AEOI. Unless otherwise stipulated in AEOI, the downloaded Expression of Interest Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the EOIs as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Expression of Interest Document and uploading EOIs on the Portal may be addressed to their Help Desk (contact details given in AEOI).

6.2. Downloading the EOI Document

The EOI Document shall be published and available for download during the period mentioned in AEOI. Consultants can obtain the EOI Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the EOI Document, the deadline shall not be extended.

6.3. Clarifications

A Consultant may seek clarification of the EOI Document through the eProcurement Portal on or before the date and time prescribed in the AEOI (or, if not mentioned, before seven days of the deadline for the EOI submission). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. All such queries shall relate to the EOI Document alone, and queries related to a detailed analysis of Terms of Reference, payment terms and mode of selection shall only be entertained during the RFP stage. The Procuring Entity shall respond within five working days of receipt of such a request. The query and clarification shall be shared with all prospective consultants on the Portal. If required, the Procuring Entity may modify the EOI Document that may become necessary due to the clarification through an Addendum/ Corrigendum issued as per clause 2.4 above.

7. Preparation of EOIs

7.1. EOI Submission Formats:

Consultants must fill and submit the EOI in the Formats given in 'EOI Submission Formats'. EOI by the Consultant shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents in pdf format. Pdf documents should not be password protected. If stipulated in AEOI, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.

7.2. EOI Validity

1) Unless specified to the contrary in the AEOI, EOIs shall remain valid for a period not less than 60 (sixty) days from the deadline for the EOI submission stipulated in AEOI. An EOI valid for a shorter period shall be rejected as non-responsive.
2) In case the day upto which the EOIs are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the EOI 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 consultant may agree to or reject the request. A consultant who has agreed to the Procuring Entity's request for extension of EOI validity, however, in no case he shall be permitted to modify his EOI.

8. Signing and Uploading of EOIs

8.1. 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 acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Consultants intending to participate in the EOI must register in the Portal. 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 EOI Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

8.2. Signing of EOI

The individual signing/ digitally signing the EOI or any other connected documents should submit an authenticated copy of the document(s), which authorises the signatory to commit and submit EOIs on behalf of the Consultant in Form 1.1: Consultant Information. Format for Power Of Attorney is given at Form 1.1-A/ Form 1.1-B.

8.3. Submission/ uploading of EOIs.

8.3.1 Submission/ Uploading to the Portal

Unless otherwise stipulated in the AEOI, EOIs are to be addressed to the ---------- (Insert designation of Tender Inviting Authority, Division, RITES Limited, with complete address)

1) EOIs must be uploaded on the eProcurement Portal mentioned in the AEOI until the submission deadline. If the office happens to be closed on the deadline to submit the EOIs as specified above, this deadline shall not be extended. Consultants must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. EOI submitted through modalities other than those stipulated in AEOI shall be liable to be rejected as nonresponsive. No manual EOIs shall neither be made available nor be accepted for submission (except for originals of scanned copies as per sub-clause below).
2) In the case of downloaded documents, Consultants must not make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the EOI 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, which is also displayed on the dashboard of the consultants, shall be taken as the reference time for deciding the closing time of EOI submission. Consultants are advised to ensure they submit their EOI within the deadline and time of EOI submission, taking the server clock as a

reference, failing which the Portal shall not accept the EOIs. No request on the account that the server clock was not showing the correct time and that a particular consultant could not submit their EOI 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) Unless otherwise specified in AEOI, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the EOI submission deadline at mentioned venue. Failure to do so is likely to result in the EOI being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Consultants at any evaluation stage, especially from the shortlisted Consultant(s), before notifying the shortlist or during the following RFP Process.
5) 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.
6) All EOIs uploaded by Consultants to the Portal shall get automatically encrypted. The encrypted EOI 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 EOI before uploading and take a printout of the system-generated submission summary to confirm successful EOI upload.

8.3.2 Implied acceptance of procedures by Consultants

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

8.3.3 Responsibility of Consultant to declare all changes

Consultants must advise the Procuring Entity immediately in writing of any material change to the information contained in the EOI submission, including any substantial change in their ownership or their eligibility or financial or performance capacity. For shortlisted Consultants, this requirement applies until a contract is awarded in the following RFP process.

8.3.4 Late EOIs

The Consultant shall not be able to submit his EOI after the expiry of the deadline for the EOI submission (as per server time).

8.4. Modification, Resubmission and Withdrawal of EOIs

8.4.1 Modification & Resubmission

Once submitted in e-Procurement, Consultants cannot view or modify their EOI since it is locked by encryption. However, resubmission of the EOI by Consultants for any number of times superseding earlier EOI(s) is allowed upto the submission deadline. Resubmission of an EOI shall require uploading of all documents afresh. The system shall consider only the last EOI submitted.

8.4.2 Withdrawal

The Consultant may withdraw his EOI before the submission deadline, and it shall be marked as withdrawn and shall not get opened during the EOI opening.

9. EOI Opening

EOIs received shall be opened online at the specified date and time given in AEOI. EOIs cannot be opened before the specified date & time, even by the Tender Inviting Authority or the Publisher. If the specified date of EOI opening falls on or is subsequently declared a holiday or closed day for the Procuring Entity, the EOIs shall be opened at the appointed time on the next working day.

10. Evaluation of EOIs and Award of Contract

10.1. General norms

10.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Consultants in its/ his EOI and other allied information deemed appropriate by Procuring Entity. Evaluation of EOIs shall be based only on the criteria/ conditions included in the EOI Document.

10.1.2 Clarification of EOIs and shortfall documents

1) During the evaluation of EOIs, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Consultants to clarify its EOI by a specified date (or, if not specified, seven days from the date of receipt of such request). Consultants should answer the clarification within that specified date. The clarification request and response shall be submitted in writing or electronically. No change in the substance of the EOI shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its EOI that is not in response to a request by the Purchasing Entity shall not be considered.
2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by Consultants, the original copy's text shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity. The EOI shall be

liable to be rejected as non-responsive in addition to other punitive actions under the EOI Document for violating the Code of Conduct.

3) The Procuring Entity reserves its right to but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the EOI 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 EOI opening.

10.1.3 Contacting Procuring Entity during the evaluation

From the time of EOI submission to awarding of the contract, no Consultant shall contact the Procuring Entity on any matter relating to the submitted EOI. If a Consultant needs to contact the Procuring Entity relating to this EOI, it should do so only in writing or electronically. Any effort by a Consultant to influence the Procuring Entity during the EOI process shall be construed as a violation of the Code of Integrity, and EOI shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of the Code of Integrity as per the EOI Document.

10.2. Evaluation of EOIs

In evaluating the EOI, conformity to the eligibility and qualification criteria to those in the EOI Document is ascertained. Additional factors incorporated in the EOI Document shall also be considered in the manner indicated therein.

10.2.1 Determining Responsiveness

Only substantively responsive EOIs shall be evaluated for shortlisting. A substantively responsive EOI is complete and conforms to the EOI Document's essential terms and conditions. Unless otherwise stipulated in the AEOI, the following are some of the crucial aspects for which an EOI shall be rejected as nonresponsive:

1) The EOI is not in the prescribed format or is not submitted as per the stipulations in the EOI Document.
2) The Consultant is not eligible to participate in the EOI as per laid down eligibility criteria;
3) The EOI validity is shorter than the required period.
4) The EOI departs from the essential requirements stipulated in the EOI document;
5) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations if any
6) fails to provide and/ or comply with the required information, instructions etc., incorporated in the EOI Document or gives evasive information/ reply against any such stipulations.

7) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejecting the EOI as non-responsive, it is liable to attract other punitive actions under relevant provisions of the EOI Document for violating the Code of Integrity.

10.2.2 Evaluation of eligibility

Procuring Entity shall determine, to its satisfaction, whether the Consultants are eligible as per Clause 4 above to participate in the EOI Process as per submission in 'Form 1.2: Eligibility Declarations'. The eligibility evaluation shall be on a "pass" or "fail" basis. A Consultant must achieve a "pass" on all the criteria to proceed to the next step. Any Consultant not achieving a 'pass' in any of the eligibility criteria shall be disqualified and shall not be evaluated further. EOIs that do not meet the prescribed eligibility criteria shall be rejected as non-responsive.

10.2.3 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Consultants are qualified and capable in all respects to be shortlisted (subject to dispensation if any, for Start-ups, as per clause 5.2), as per submission in Form 2 and its sub-forms (if any). Key Experts shall not be evaluated at the shortlisting stage. 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. These qualification criteria and their evaluation are for the shortlisting process only. The Procuring Entity reserves its right to add/ vary the qualification criteria and re-examine them during the RFP process that would follow this EOI.

10.2.4 Presentations

After examining the EOI, some or all the Consultants may be asked to make presentations of their qualifications and experience. The Consultant shall bear all costs associated with the presentation desired by the Procuring Entity. The Procuring Entity shall not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.

10.2.5 Declaration of Shortlisted Consultants

EOIs of Consultants that succeed in the above evaluation shall be shortlisted. If so, as stipulated in AEOI, if there are a larger number of consultants meeting the evaluation criteria, the shortlist shall be restricted to a specified number of Consultants based on higher Average Turn-over (or any other criteria, if so, stipulated therein). However, a short listing of consultants should not be construed as a contract for the proposed assignment. The name and address of the shortlisted Consultant(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity. All Consultants shall be advised about shortlisting of their EOIs or otherwise, without disclosing the comparative position of their

EOIs with that of others. Shortlisted Bidders must not advertise or publish the same in any form without the prior written consent of the Procuring Entity.

10.2.6 Verification of Original Documents

Before notifying the shortlist of consultants, the Procuring Entity may, at its discretion, ask Consultants to submit for verification the originals of all such documents whose scanned copies were submitted online along with the EOI. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records. 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 EOI shall be liable to be rejected as non-responsive in addition to other punitive actions for violating the Code of Conduct.

10.3. Publication of RFP following this EOI

The Procuring Entity shall publish a Request for Proposal (RFP) addressed exclusively to shortlisted Consultants for the following procurement process through the eProcurement Portal. Procuring Entity/ the Portal may issue notification/ alerts to such Consultants but without any liability. It shall be the responsibility of such Consultants to be on the lookout for the RFP on the Portal. Nothing in this EOI shall impair the Procuring Entity's right to issue 'Open RFP' for the subject Consultancy Services, even after notifying the shortlist. During the RFP process, the Procuring Entity reserves its right to elaborate further on the brief overview of the proposed procurement/scope of work, qualification Criteria and any other terms & conditions, even if these are at variance with this EOI Document. Shortlisted Consultants shall have no claim in this regard.

11. Grievance Redressal/ Complaint Procedure

1) Consultants have the right to submit a complaint or seek de-briefing if he is not shortlisted in this EOI process, in writing or electronically, within ten days of declaration of EOI evaluation results. The complaint shall be addressed to the (mention complete address of Divisional Head) in the RITES Ltd.
2) Within five working days of receipt of the complaint, the Tender Inviting Authority shall acknowledge the receipt in writing to the complainant, indicating that it has been received. The response shall be sent in due course after a detailed examination.
3) The Tender Inviting Authority 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 EOIs before the results are 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 EOI Process and has not been shortlisted can make such a representation. Complaints regarding shortlisting or exclusion of other consultants shall not be entertained.

b) Following decisions of the Procuring Entity shall not be subject to review:

i) Determination of the need for procurement.
ii) Complaints against eligibility and qualification criteria except under the premise that they are either vague or too specific to limit competition
iii) Selection of the mode of procurement or Bidding system
iv) Choice of the selection procedure.
v) Provisions limiting the participation of consultants in the EOI Process, in terms of policies of the Government
vi) Provisions regarding purchase preferences to specific categories of consultants in terms of policies of the Government
vii) Cancellation of the EOI Process except where it is intended to subsequently re-tender the same Services

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

Code of Integrity and penalties for violation thereof as detailed in Rule 175 and Rule 151 of the General Financial Rules[4], 2017 (and its amendments, if any) of the Govt of India, Ministry of Finance, Department of Expenditure shall apply to this EOI process. 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, during the entire procurement Process (including this EOI) or the execution of resultant contracts.

Note: For further details, please refer to appended AEOI.

[4]https://www.doe.gov.in/sites/default/files/GFR2017_0.pdf

Appendix to EOI Document (AEOI)

Expression of Interest Document No. EOI/ xxxx; Tender Title: Consultancy Services

{Note for Procuring Entity: Some sections/ rows may be added as per requirement.}

1.0 Basic EOI Details			
Tender Title	Expression of Interest for Consultancy Services		
Tender Reference Number	EOI/ xxxx	Tender ID	*[Fill]*
Tender Type	*[Expression of Interest]*	Tender Category	*[Services]*
No. of Covers	Single Cover	Product Category	Consultancy
the Procuring Organisation:	RITES Ltd.	The Procuring Entity:	RITES Limited
Authority on whose behalf EOI is invited	(Insert RITES Limited/Client as applicable)	Through the	[Insert Tender Inviting Authority]
Tender Inviting Authority (TIA)	*[Fill]*	Address	*[Fill]*
2.0 Critical Dates (Clause 6; 7; 8, and 9)			
Published Date	*[Fill up]*	EOI Validity (Days from the date of EOI Opening) – EOI Document's Clause7.2	*[fill up both periods (default 60 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 EOI Opening]*
Clarification Start Date & Time	*[Normally start of business on the day after publishing]*	Clarification End Date & Time	*[Normally not later than seven days before the EOI submission deadline, to give time to the Procuring Entity for a response]*
EOI Submission	*[Normally start of business on*	EOI Submission Closing Date & Time	*[Normally up to a few hours/ one day*

Start Date & Time	*the day after publishing]*		*before the time of EOI Opening]*
EOI Opening Date & Time	*[Please allow enough time for consultants to prepare responsive EOIs, depending on the documents and details required to be submitted]*		

3.0 Eligibility and Qualification Criteria (2.3.3, 4.1 to 4.5, 5.4.4,10.2.1 and Schedule II)	
Nature of Consultants eligible	*[restriction if any on Individual Consultant/ Firms/JVs, sub-contracting?]* *Note: JV/C can be allowed for estimated value of Consultancy services more than Rs 5 crore.*
Any additional Eligibility or responsiveness Criteria	*[Mention any additional eligibility or responsiveness criteria, especially relating to 4.2.1, if any]*
Is this item reserved for exclusive Procurement from MSEs	No
Whether purchase preference to be given to MSEs. If yes, mention the percentage and also mention if the service is divisible or not.	No
Minimum local content for eligibility to participate (Make in India Policy)	*50%*
Classes of Local Suppliers eligible to participate (Make in India Policy)	*Only Class I local Suppliers eligible (where sufficient local capacity exists)*
The margin of purchase preference (Make in India Policy)	*If applicable, [20%]*
Is the requirement divisible for preference (Make in India)	No
Joint Venture : i)Whether JV/C allowed ii) Maximum Member Allowed in JV/C iii) Lead Member of JV/C iv) Substantial Member of JV/C v) Non-Substantial Member of JV/C	i)Yes*/No *Note: JV/C can be allowed for estimated cost of Consultancy Services more than than **Rs 5** Crore ii) 3 (Three) iii) Lead Member means member of JV/C having participation of 40% or more. iv) Substantial Member means member of JV/C having participation of 25% or more. v) *Non-Substantial Member means member of JV/C having participation of less than 25%. *Note: In this bid/Tender non-substantial member is not allowed.

Exemption of Small purchases(Make in India Policy) -Clause 5.4.4		*[Yes/No] TIA may insert 'Yes' for Procurement where estimated value to be procured is less than Rs 5 lakhs shall be exempt from the order of Make in India Policy*
4.0 Obtaining the EOI Document and clarifications (EOI Document's Clause 6)		
eProcurement Portal and helpdesk for Document availability and submission	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 EOI Document (INR)	*[Not applicable]*	
Office/ Contact Person/ email for clarifications	*[Same as TIA above]*	
5.0 Pre-EOI Conference (Clause 2.5)		
Is a Pre-EOI Conference proposed to be held?	*[Yes or No]*	
Place, time, and date of the Pre-EOI 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-EOI conference must be received	*[Fill if it is 'Yes' above and delete the row if it is 'No' above. Please mention if queries are to be entertained only through the eProcurement Portal]*	
Place, time, and date before which registration of participants for the Pre-EOI 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 EOIs (Clause 7 and 8)		
EOIs to be Addressed to	[Insert designation of Tender Inviting Authority, with complete address]	
Instructions for Online EOI Submission	*[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]*	
EOI Opening Place	*[On e-procurement portal(s) mentioned above]*	

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) 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.

e) 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.

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

g) 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.

h) 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.

i) 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/EOI Document form 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 8.2 of EOI Document 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/EOI:** 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 8.3 of EOI document & Sl. No. 7 of AEOI 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.

7.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (Clause 8.3)	
Physical documents required/ permitted to be submitted	*[Yes*/No]* *Note: Normally no physical documents are required to be submitted along with the EOI except in special cases if so required by the TIA. In such case the list of Physical documents required to be submitted may be given below by TIA.

List of Documents of originals/ self-attested copies of Originals of uploaded scanned documents to be submitted physically		*[Fill if it is 'Yes' above and delete the row if it is 'No' above]* ***TIA may list the documents to be submitted physically depending upon the requirement of assignment, if any.***
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents		*[Fill (usually same as the deadline for the EOI submission, to avoid consultants playing an anti-competitive game) if it is 'Yes' above and delete the row if it is 'No' above]*
Address of Physical Submission of Originals	*[Fill (Usually same as TIA above) if it is 'Yes' above and delete the row if it is 'No' above]*	
8.0 Variable Parameters and Information of the EOI		
Clause 10.2.5	Restriction, if any, on the maximum number of consultants on the shortlist and criteria on which it would be based	No restriction on number of consultants to be shortlisted shall apply. All consultants who meet the criteria, irrespective of the numbers shall be qualified/shortlisted.

Schedule I: Terms of Reference (TOR)

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

(Ref Clause 2.3)

Terms of Reference

1) Background of RITES Ltd. and Services and impact on Procuring Organisation's performance/ objectives;
2) Purpose and Service Outcomes Statement
3) Form of BOQ/ Contract – *[Time-based (inputs admeasurement) or Unit-Rate (Output admeasurement) or Indefinite delivery (Rate contract/ on-call) or Lumpsum or Percentage-Based]*
4) Description of Services

    a) Short Description and Broad Scope of Services: *[Give an overview and Break-up the whole assignment into specific Service modules and activities. Mention relevant information for each of these]*
    b) Incidental Goods, Works or other Services required, if any:
    c) Key Experts Required:
    d) Deliverables/ Outcomes and Timelines (frequency) thereof: *[including Know-how transfer/ training, reports/ reporting, Milestones]*
    e) Performance Targets/ Key Indicators for measuring impact, if feasible:

5) Facilities and Utilities to be provided by the Employer to service provider at Site: *[Indicate if any facility/ utility (Documents, Medical facilities, Rooms, Furniture, access to IT services, Electricity or Water connection etc.), would be made available to the successful Consultant to provide his service. Especially mention facilities and utilities that shall not be provided or the facilities that would be provided on a chargeable basis.]*
6) Institutional and organisational arrangement for Services

    a) Counterpart Contract Manager (or Contract management Team) of the Procuring Entity:
    b) Chain of Command for reporting and monitoring:

7) Statutory and contractual obligations to be complied with by the Consultant:

Schedule II: Qualification Criteria

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

(Ref Clause 2.3)

Note for Consultants: Regarding this Schedule, Consultants shall submit the following forms:

1) Form 2: Qualification Criteria - Compliance
2) Form 2.1: Performance Capability Statement
3) Form 2.2: Non-performance, Litigation Statement
4) Form 2.3: Financial Capability Statements

Relevant date when the specified period ends for different supporting reports shall be:

1) For all annual reports, the periods mentioned end with the financial *[31st March– mention the year]*.
2) For other statements, the periods mentioned end on the month before the last date of EOI submission.

Similar Assignments for Qualification Criteria would be:	*[*****Define similar assignments based on value/ scope, sector, activities/ methodology etc.]* ****Note**: **TIA shall Define Similar Consultancy assignment based on type of assignmen**t.* *[The value of the similar assignment may be taken as 60%-80% of the estimated value of consultancy services. For Startups this value of 60-80% can be reduced upto **ξ %** given below]* ***Example for Defining Similar Assignment**: Similar assignment shall mean completed or substantially completed assignment in [define the sector/activity of the proposed assignment] in his own name or proportionate share as member of JV/C, at least Rs …….[enter value of 60-80% of the estimated value of*

	consultancy services] under a single contract (including additional services, if any, carried out under the contract) carried out in India .	
Criteria 1 General and Similar Experience:		**Submission Form**
i) Consultants must have at least **α** years' experience in Consultancy Services ii) During the last ***β*** years, Consultancy Assignments completed or substantially completed (at least **γ** payments received) should be at least **δ** iii) Out of Consultancy Assignments mentioned above, **ε** should be similar assignments: - Note: 1.Assignment experience certificate for completed and Substantial completed consultancy assignment issued by Govt. Organizations/Semi Govt. Organizations of Central or State Govt.; or by Public Sector Undertakings/Autonomous Bodies of Central/State Govt. or their subsidiaries/by Public Ltd. Companies listed in Stock exchange in India or Aboard or subsidiaries of such companies shall only be accepted. 2.Substantial Completed Consultancy assignment shall mean whose at least 80% payment (excluding payment for adjustment of price variation (PVC),if any, and excluding GST) of the present value of assignment has been received.	***α*** = ***7*** ***β*** = *7* **γ** = ***80%*** **δ** = ***7*** **ε** = ***2***	Form 1.1: Consultant Information Form 2.1: Performance Capability Statement.
Criteria 2 - Non-performing Contracts and Litigation:		**Submission Form**
Consultant shall furnish documentary evidence to demonstrate that. i) Non-performance of a contract has not occurred within the last ***ζ*** years, based on all fully settled disputes or litigation information. ii) Financial implications of all pending litigation shall not exceed ***η*** of the Consultant's net worth.	***ζ*** = ***3*** ***η*** = ***10%***	Form 2.2: Non-performance, Litigation Statement
Criteria 3 - Financial Capability	**Variables**	**Submission Form**

Note: Consultant shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria. i) **Turnover:** Minimum average annual turnover of at least Rs. **θ** Crores, at least **κ** of which should be from Consultancy Service Contracts, calculated as total certified payments(Excluding GST) received for contracts in progress or completed within the last **λ** years., and ii) **Financial Liquidity**: Access to Funds: Consultant should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, of Rs **μ** Crore net of applicant's commitments in this period for other contracts.	**θ**= *[**consider 200%of the estimated value of this assignment]*** ***κ*= *50%*** ***λ*= *3*** μ= *[**consider 3 months cashflow for this assignment**]*	Form 2.3: Financial Capability Statements
Qualification criteria (except for non-performing Contracts and Litigation) in the table above can be relaxed upto ***ξ*** % for start-ups subject to meeting the quality and technical specifications during the RFP. **The relaxation for startup shall only be applicable in the value of Similar Assignments and Financial Turnover**.	***ξ*= *[20% (twenty percent)]***	Form 1.2

Note to Consultant:

1) The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by the Consultant along with the EOI. Banking reference (from a Scheduled Bank in India, and it should not be more than three months old as on the date of EOI submission) should contain in clear terms the amount that the bank shall be able to lend for this assignment to the Consultant/ member of the Joint Venture/ Consortium. If the Current Net Assets (as seen from the Balance Sheets) are negative, only the Banking references shall be considered. Otherwise, the aggregate of the Current Net Assets and submitted Banking references shall be considered for working out the Liquidity. Failure to submit any of the two documents as evidence of financial capacity may result in the rejection of the EOI. The statement must be counter-signed by an authorised representative of the Consultant.
2) If a joint venture or other association submits the bid. In that case, all parties in the Joint Venture/Consortium must submit their financial statements, in order of the partner's significance in the partnership, greatest to least. The figures for each of the

members of a joint venture/ Consortium (JV/C) shall be added together to determine the Bidder's compliance with the minimum qualifying criteria; however, for a JV/C to qualify, the Lead member must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement shall result in the rejection of the JV/C's bid.

3) In the case of Criteria 2, Non-performing Contracts and Litigation is not mandatory for any member of JV/C if the contract relates to a JV/C in which he was a member with less than 20% participation.
4) Consultants having Start-up company status can claim relaxation for Qualifying criteria mentioned in the table above, provided a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India is enclosed with the EOI.

EOI Submission Formats

Form 1: EOI Form (Covering Letter)

(Ref Clause 2.3)

(To be submitted 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 Tender Inviting Authority & Division)

RITES Ltd.

[Complete address of the Procuring Entity]

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

Sir/ Madam

Having examined the above-mentioned EOI Document, we, the undersigned, hereby submit/ upload our Expression of Interest (EOI) for the performance of Services in conformity with the said EOI Document.

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

1) **About us:**

We M/s _____, hereby certify that We are a firm of proven, established, and reputed Consultant having required Experience, Past performance, Personnel, and financial capability, with offices at _____.

2) **Our Eligibility and Qualifications to participate:**

We comply with all the eligibility criteria stipulated in this EOI Document, and the relevant declarations are made along with documents in Form 1.2 of this EOI-Form. We fully meet the qualification criteria stipulated in this EOI Document, and the relevant details are submitted along with documents in Form 2: 'Qualification Criteria – Compliance' and its sub-forms. We authorise the Procuring Entity to contact our Banker to seek references and clarifications.

3) **Affirmation of terms and conditions of the EOI Document:**

We have understood the complete terms and conditions of the EOI Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the EOI Document.

4) **Abiding by the EOI Validity**

We agree to keep our EOI valid for acceptance for a period upto -------, as required in the EOI Document, or for a subsequently extended period, if any, agreed to by us.

5) **Non-tempering of Downloaded EOI Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded EOI Formats. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the EOI Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our EOI 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. Upon our successful shortlisting, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, and affidavits/ undertakings.

6) **Signatories:**

We confirm that we are duly authorised to submit this EOI and make commitments on behalf of the Consultant. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitised signature is valid and legally binding.

7) **Rights of the Procuring Entity to Reject EOI(s):**

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

.....

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Consultant and seal of Company]

Form 1.1: Consultant Information

(Ref Clause 2.3)

(To be submitted as part of EOI)

(On Company Letter-head)

(Along with supporting documents, if any)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

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

Note: Consultant shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Consultant shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Consultant's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such EOIs shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the EOI Document.

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

1) Consultant/ Contractor particulars:

a) Name of the Company:	
b) Corporate Identity No. (CIN):	
c) Registration, if any, with The Procuring Entity:	
d) Date of incorporation/ start of business:	
e) Place of Registration/ Principal place of business":	
f) Number of Years in Business:	
g) Number of Years in providing Consultancy Services:	
h) Company Website URL:	
i) Complete Postal Address:	
j) Pin code/ ZIP code:	
k) Telephone nos. (with country/ area codes):	
l) Mobile Nos.: (with country/ area codes):	
m) Contact persons/ Designation:	
n) Email IDs:	
o) PAN Number:	
p) GSTIN No:	

(In case of JV/C, repeat these details for all members)

Submit documents to demonstrate eligibility as per EOI Document's Clause 4 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarised and certified copy of its Registration; In case of JV, letter of intent to form JV or JV agreement and in case of Society – its Byelaws and registration certificate of the firm.

2) Authorisation of Person(s) signing the EOI on behalf of the Consultant

a) Full Name: _____
b) Designation: _____
c) Signing as:

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

☐ A partnership firm. The person signing the EOI 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 EOI 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 EOI is the constituted attorney.

☐ A Joint Venture/ Consortium. The person signing the bid is the designated lead member, as named in the JV/C agreement/ MOU or similar document in connection with the formation of the JV/C or are all future proposed members, in case (JV/C) has not been legally constituted at the time of bidding.

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

**** Format for Power of Attorney given at Form 1.1-A & Form 1.1-B as Applicable***

3) Consultant's Authorized Representative Information

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

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

[name & address of Consultant and seal of Company]

DA: As above

Form 1.1-A

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney)

We, M/s…….. (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms……..

(Name and residential address) who is presently employed with us and holding the position of ……..and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the Services …….. (name of Services), including signing and submission of application/proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the services until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Add in the case of a Joint Venture)

Our firm is a Substantial Member/ Non-Substantial Member /Lead Member of the Joint Venture of ……,

…….. and ……..

Dated this the …….. day of …….. 20…….

……..

(Signature and name of authorized signatory being given Power of Attorney)

……..

(Signature and name in block letters of *All the partners of the firm, *Authorized Signatory for the Company)

(*Strike out whichever is not applicable)

Seal of firm/ Company

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

- In case the Firm/Company is a Member of a Joint Venture, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM 1.1-B

FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Whereas …….. RITES Ltd. has invited Proposals/bids for .....(Name of Services) for and on behalf of.....as an Agent /Power of Attorney Holder.

Whereas, the Members of the Joint Venture (JV) comprising of M/s....., M/s……and M/s .....(the respective names and addresses of the Registered offices to be given) are interested in bidding for the services and implementing the same in accordance with the terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the JV to designate one of them as the Lead Member with all necessary power and authority to do, for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's bid for the services.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s……,M/s……and M/s…….hereby designate M/s ..... being one of the members of the JV, as the Lead Member of the JV, to do on behalf of the JV, all or any of the acts, deeds or things necessary or incidental to the JV's bid for the services, including submission of application proposal, participating in meetings, responding to queries, submission of information/documents and generally to represent the JV in all its dealings with RITES or any other Government Agency or any person, in connection with the services until culmination of the process of bidding till the contract agreement is entered into with RITES and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us/JV.

Dated this the ……day of ..... 20 ……

(Signature and Name in Block letters of *All the Partners of the firm / * Authorised Signatory for the Company)

……..

(* Strike out whichever is not applicable)

Seal of firm / Company

Witness 1	Witness 2
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

- To be executed by all the members individually, in case of a JV.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form 1.2: Eligibility Declarations

(Ref EOI Document's Clause 2.3)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

(Along with supporting documents, if any)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

[Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the Consultant)

We hereby confirm that we comply with all the stipulations of EOI Document's Clause 4.1 of the EOI Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as and when it may be requested:

1) **Legal Entity of Consultant (in reference to EOI Document clause 4.1**: _____ relevant documents enclosed)
2) **Eligibility:** We solemnly declare that we (including our affiliates or subsidiaries, or constituents):

   (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
   (b) (including our affiliates or subsidiaries, or constituents for any part of the assignment):

      i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the RITES Ltd. or its Ministry/ Department from participation in its procurement processes; and/ or
      ii) Are not convicted (within three years preceding the last date of EOI submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for offences

mentioned in EOI Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(c) Do not have any association (as consultant/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the EOI Document.

(d) We certify that we fulfil any other additional eligibility condition if prescribed in EOI Document.

(e) We have no conflict of interest, which substantially affects fair competition. The quoted prices are competitive without adopting unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other consultant to submit or not to submit an EOI to restrict competition.

(f) We certify that we are not an entity from a country identified to restrict Consultants from India from participation in their Government Procurements as per EOI clause 4.2.1

3) **Restrictions on procurement from consultants from a country or countries or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:**

"We have read the clause regarding restrictions on procurement from a consultant of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached) and;

b) *we shall not subcontract any assignment to a contractor from such countries unless such contractor is registered with the Competent Authority (Where applicable, evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)*

c)*"*I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.*"

OR

*"*I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement." (Evidence of valid registration by the Competent Authority i.e. DPIIT shall be attached)*

* Delete whichever is not applicable

4) **Start-up Status**:We confirm that we are (Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT)enclosed herewith)/ are not a Start-up entity as per the Department of Promotion of Industrial and Internal Trade – DPIIT.

5)**Penalties for false or misleading declarations:**

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 wrong or misleading self-declaration would violate the Code of Integrity and attract penalties.

6) **MSME Status**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:……
b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):…….

7) Make in India Status

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content. and location(s) a is made are as follows:

Local Content and % age	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

 Class-I Local Supplier/

 Class-II Local Supplier/

 Non-Local Supplier.

(b) We also declare that

 There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Services, or

 We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

……

……

[name & address of Consultant and seal of Company]

DA: As in Sr 1 to 7 above, as applicable

Form 2: Qualification Criteria- Compliance

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of EOI)

(Along with supporting documents, if any)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

Note to Consultant: Furnish stipulated documents supporting the fulfilment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the EOI as non-responsive. Also, highlight deviations from Schedule II: Qualification Criteria in this Form.

Summary of Response to Qualification Criteria

Criteria 1 –General and Similar Experience:	**Quantum as detailed in Sub-forms**
i. The number of years of our experience in Consultancy Services is (see Form 1.1):	
ii. In the specified period (as per Schedule II: Qualification Criteria), the number of Consultancy Services assignments completed or substantially completed by us is (see Form 2.1):	
iii. In the specified period, out of Consultancy Assignments mentioned above, the number of Similar assignments (as per Schedule II: Qualification Criteria) are (see Form 2.1):	
Criteria 2- Non-performing Contracts and Litigation:	
a) During the specified period (as per Schedule II: Qualification Criteria), Non-performing Contracts are (see Form 2:2):	
b) During the specified period (as per Schedule II: Qualification Criteria) value of all pending litigation as a percentage of our net worth is (see Form 2.3.1 and 2.2):	

Criteria 3 - Financial Capability	**Quantum as detailed in Sub-forms**
a) **Average Turnover:** During the specified period (as per Schedule II: Qualification Criteria): 1. Average Total Turnover (see Form 2.3.2) 2. Average Turnover from Consultancy Services (see Form 2.3.2)	
b) Financial Liquidity: 3. Overall quarterly cash flow requirements for our current commitments are (see Form 2.3.4): 4. Our access to cash-flow is (see Form 2.3.3):	

Note: Consultants shall provide evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to the Procuring Entity, as the Procuring Entity may reasonably request at any stage during the RFP process that would follow this EOI.

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

……

[name & address of Consultant and seal of Company]

DA: As above, if any

Form 2.1: Performance Capability Statement

Statement of Performance of Consultancy Services (During Period Specified in Schedule II: Qualification Criteria) and Outstanding Current Assignments

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of EOI)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note to Consultant: Consultant or member of a Joint Venture/Consortium (JV/C) must fill in this Form to prove conformance to Criteria 1 –General and Similar Experience. Mention contracts in which a Consultant or a member of a JV/C is or has been a party, whether as a Consultant, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in your EOI in this regard. Statements and Documents may be mentioned/ attached here.

Consultancy Services Assignments

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the contract	Status as of date ----	[1]Is it a Similar Assignment as per Schedule II: Qualification Criteria

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

……

[1]*Mention Sector, Scope, Activities/ Methodology, Other Characteristics of such contract to prove similarity*

.....

[name & address of Consultant and seal of Company]

DA: Performance records/ contracts

Form 2.2. Non-performance, Litigation Statement

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note to Consultants: Fill this Form for the Consultant and each member of a joint venture or other association that is a party to the Consultant to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EOI in this regard. Form should be CA Certified.

Non-Performing Contracts as per Criteria Schedule II, Qualification Criteria			
❑ Contract non-performance did not occur during the three years before the deadline for the EOI submission as per the above criteria **Or** ❑ Contract(s) not performed during the three years before the deadline for the EOI submission as per the above criteria are listed below			
Year	**Non performed a portion of the contract**	**Contract Identification**	**Total Contract Amount**

[insert year]	*[insert amount and percentage]*	Contract identification: *[indicate complete contract title, number, and any other identification]* Name of institution: *[insert full name]* Address of institution: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Consultant in a manner that may adversely affect the Consultant's ability to satisfy any of its obligations under the contract as per Schedule II. Qualification Criteria

Note: Consultant and each member of a Joint Venture/Consortium making up a Consultant must complete this table

☐ No Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last five years Or

☐current and past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last three years**:**

Year	**Matter in Dispute**	**Contract Identification**	**Value of Award (Actual or Potential) Against Consultant**
[insert year]	*[insert amount and percentage]*	Contract identification: *[indicate complete contract title, number, and any other identification]* Name of institution: *[insert full name]* Address of institution: *[insert street/city/country]* Reason(s) for non-performance: *[indicate main reason(s)]*	*[insert amount]*

.....

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

……..

……..

[name & address of Consultant and seal of Company]

CA Certificate

Form 2.3 Financial Capability Statements

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note to Consultants: Fill out this Form for the Consultant and each member of a joint venture or other association that is a party to the Consultant to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EOI in this regard. Form should be CA Certified.

Form 2.3.1: Financial Statements and Ratios

Note: Each Consultant or member of a Joint Venture/Consortium making up a Consultant must fill in this Form.

Financial Data for Previous Three (3) Years			
	Year 1:	**Year 2:**	**Year 3:**
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			

Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Cash Flow Information			
Cash Flow from Operating Activity			

- All such documents reflect the financial situation of the Consultant or a member of a Joint Venture or other Association and not a sister or parent company.

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

……

……

[name & address of Consultant and seal of Company]

Certificate of CA with UDIN

This is to certify that the information given at above table are derived from audited B/S and P/L account and are true and correct reflection of company's financial capability.

Form 2.3.2: Average Annual Turnover

(Ref EOI Document's Clause 2.3)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date.....

Note: Each Consultant or member of a Joint Venture/Consortium making up a Consultant must fill in these forms. Form should be CA Certified.

Annual Turnover Data (Rs Crores) for the Last Three (3) Years		
Year	**Total Turnover Amount**	**Turnover from Consultancy Services**
Average Annual Turnover		

.....

(Signature with date)

.....

(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Consultant and seal of Company]

CA Certificate

Form 2.3.3: Financial Resources

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(Along with supporting documents, if any)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note: Each Consultant or member of a Joint Venture/Consortium making up a Consultant must fill in this Form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Schedule II: Qualification Criteria. Form should be CA Certified.

No.	Source of Financing	Amount (Rs Lakh)
1		
2		
3		
4		

Note: Attach Supporting Documents – i.e., Statement from Bankers etc.

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Consultant and seal of Company]

CA Certificate

Form 2.3.4: Current Contract Liabilities/Assignments in Progress

(Ref EOI Document's Clause 2.3, Schedule II: Qualification Criteria)

(To be submitted as part of Technical EOI)

(On Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

Note: Each Consultant and each member of a Joint Venture/Consortium making up a Consultant should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Title, No., and date of the contract	**Contracting Entity; contact details**	**Value of outstanding assignment Rs Lakh**	**Estimated completion date**	**Avg monthly invoicing over the last six months (Rs Lakh)**
			Total Quarterly Commitment	

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of

.....

.....

[name & address of Consultant and seal of Company]

Form3: Checklist for Consultants

(Ref EOI Document's Clause 2.3)

(To be submitted as part of EOI)

(On Company Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

Note to Consultants: This check-list is merely to help the consultants to prepare their EOIs, it does not over-ride or modify the requirement of the EOI. Consultants must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- EOI Form (to serve as covering letter and declarations)	
2.	Form 1.1: Consultant Information and Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
4.	Form 2: Qualification Criteria - Compliance	
7.a	Form 2.1, 2.2, 2.3 (and its sub-forms) to support Form 2 along with supporting documents	
5.	Form 3: This Checklist	
6.	Any other requirements, if stipulated in AEOI; or if considered relevant by the Consultant	

……..

(Signature with date)

……..

(Name and designation)

Duly authorised to sign EOI for and on behalf of……

[name & address of Consultant and seal of Company]

Format1: Authorization for Attending Pre-EOI Conference

(Refer EOI Document's Clause2.5)

(On Company Official Letter Head)

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

Subject: Authorization for attending Pre-EOI Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-EOI Conference for the EOI mentioned above on behalf of _____ (Consultant) in 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-EOI opening. An alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission to enter the hall where the Pre-EOI conference is conducted may be refused if authorisation as prescribed above is not submitted.

Signatures of consultant

or

Officer authorised to sign the EOI.

Documents on behalf of the Consultant

[name & address of Consultant and seal of Company]