RFP Document

Tender Reference No.: RFP No./ xxxx

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

TENDER

For

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

[Month, Year- to be filled by TIA]

(* *Based on Std document of RITES, 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]

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Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The RITES Limited (**Referred to as Procuring Entity in this document herein after**) */The RITES Limited (**Referred to as Procuring Entity in this document herein after)** for and on Behalf of Principal/Employer *, through ----- (Insert designation of Tender Inviting Authority & SBU) invites proposals/(hereinafter referred as the 'Proposal(s)'/bid(s)') exclusively from the Consultants shortlisted in the preceding EOI process (please see TIS[1] for reference), for entering into a contract for the delivery of Consultancy Services (hereinafter referred to as 'the Services'). This RFP Document, reference number, RFP No./ xxxx (hereinafter referred to as 'the RFP Document'), gives further details.

* *Strike out which ever is not applicable*

2. The RFP Document

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

This NIT, an integral part of the RFP Document, serves a limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the relevant information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Consultants must go through the complete RFP Document for details before submission of their Proposals.

2.2. Availability of the RFP Document

The RFP Document shall be published on the e-Procurement Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded RFP Document is free of cost. If the Procuring Entity happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. Any query/ clarification regarding downloading RFP Documents and uploading Proposals on the e-Procurement portal may be addressed to the Help Desk in the eProcurement Portal (please refer to TIS for details).

2.3. Clarifications

A Consultant requiring any clarification regarding the RFP Document may seek clarification through the eProcurement Portal, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility and Qualification Criteria for Participation in this RFP

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

4. Purchase Policies of the Government

As detailed in the RFP Document, the Procuring Entity reserves its right to grant preferences to eligible Consultants under various Government Policies/ directives. (policies relating to Make in India; MSME; Start-ups etc.)

5. Pre-Proposal Conference:

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

6. Submission of Proposals:

1) Proposals must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the Proposals as specified above, this deadline shall not be extended. No manual Proposals shall be accepted for submission (except for originals of scanned copies as per the sub-clause below). 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.
2) Consultants must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc.
3) Unless otherwise specified, in TIS, 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 Proposal submission deadline at mentioned venue. Failure to do so is likely to result in the Proposal 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.
4) Consultants shall submit the Bid Security/EMD as per Cl. 9.4 of ITC Bid Security/EMD shall be drawn in favour of the authority stipulated in Tender Information Summary (TIS).Proposals not complying with these provisions shall be rejected.

5) **Integrity Pact**

(i) If so indicated, in the TIS, all Consultants shall have to sign the Integrity Pact with the Procuring Entity as per 'Form T-10: Integrity Pact'. In such cases, Proposals without a signed Integrity Pact likely to be rejected. Entering into this Pact would be a preliminary qualification. Any bid (for which integrity pact is applicable) not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straight away.

(ii) Unless otherwise indicated in the TIS;the Bidder/Consultant is required to enter into an Integrity Pact (Enclosed as Form T-10/1, T-10/2 & T-10/3) with the Employer/Principal. The Integrity Pact (Form T-10/1 & T-10/3) duly signed by the Authorized representative of RITES Ltd. /RITES Ltd. for and on behalf of Supplier as its Agent/Power of Attorney Holder is enclosed herewith. Bidder/Consultant shall take out the printout of the Integrity Pact (Form T-10/1, T-10/2 & T-10/3), sign on each page by authorized signatory of Bidder/ Lead Member of JV and duly witnessed, scan and submit/upload the same along with the Bid. **In case of failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.**
*(*Note*:- The integrity pact* (Form T-10/1 & T-10/3) *signed by the authority competent to sign the contract Agreement on behalf of RITES will be uploaded as part of the tender document)*

(iii) The provision of this Clause 6 (5) – Integrity Pact (IP), shall be applicable only when so provided in Clause 6 (5A) below which will also stipulate the names, addresses and e-mail ids of the Independent External Monitors as well as the Name, designation, address and e-mail id of the official nominated by the RITES to act as the Liaison Officer between the Independent External Monitors and Procuring Officer as well as the Bidder/Consultant.

5.A Whether Clause 5 (Integrity Pact) shall be applicable *YES/ *NO

*(*Strike out whichever is not applicable)*

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

Name, Address and e-mail ID of IEM 1

……

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

……

* In case two IEMs are in place in RITES, the names and addresses of both IEMs are to be mentioned; otherwise, name and address of the sole IEM may be mentioned.

Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation.

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

……

5.B The Guidelines on Banning of Business Dealings as per **Annexure T-10A** are applicable to all Tenders/contracts whether Integrity Pact is applicable as per Clause 5.A above or not.

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

7. Proposal Opening

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

8. Disclaimers and Rights of Procuring Entity

The issue of the RFP Document does not imply that the Procuring Entity is bound to select Proposal(s), and it reserves the right without assigning any reason to:

a) reject any or all the Proposals, or
b) cancel or abandon the Procurement Process; or
c) issue another EOI/ RFP for identical or similar Services

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

Appendix to NIT: Tender Information Summary

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

(Ref ITC-clause 1.4)

Shortlisted Consultants from whom Proposals are exclusively Invited		
Preceding EOI Process		*[Mention the EOI reference and the letter-number declaring shortlisted Consultants]*
Sr No.	Consultants	Address
1.	*[Mention names and address]*	
2.		
3.		

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title/ Name of Assignment	Consultancy Services		
Tender Reference Number	RFP No./ xxxx	Tender ID	*As per CPP Portal*
Tender Type	*[Open Tender – Domestic]*	Form of Contract	*[Item Rate]*
Tender Category	*[Services]*	No. of Covers	*[Single or Multiple(Two or more Covers)]*
Bidding System	*[Single Stage]/ Double stage*	[2]Price Structure	*[Time Based (Input Admeasurement)]*
Selection Method	*[Quality and Cost Based Selection (QCBS)]*	Domestic/ Global Procurement	*Domestic Procurement*
The Procuring Organisation:	RITES Limited	The Procuring Entity:	RITES Limited
Authority on whose behalf Tender is invited	(Insert RITES Limited/Client as applicable)	Through	(Insert Designation of Tender Inviting Authority
Tender Inviting Authority (TIA)	[Fill]	Address	*[Fill]*
Appointing Authority for Arbitration	*[Mention designation as per SOP]*	Type of Contract	*Time-Based (Inputs Admeasurement) [Mention otherwise Lump-sum etc.]*

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

2.0 Schedule of Dates (ITC-clause 7; 8; 9, 10 and 11)			
For the schedule of dates for the Pre-proposal Conference, if any, please refer to Section 5.0 below			
Published Date	*[Fill up]*	Proposal Validity (Days from the date of Proposal Opening) – ITC-clause 9.3	*[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 Proposal Opening]*
Clarification Start Date & Time	*[Normally start of business on the day after publishing]*	Clarification End Date & Time	*[Normally not later than 7 days before the Proposal submission deadline, to give time to the Procuring Entity for a response]*
Proposal Submission Start Date & Time	*[Normally start of business on the day after publishing]*	Proposal Submission Closing Date & Time	*[Normally up to a few hours/ one day before the time of Proposal Opening]*
Proposal Opening (techno-commercial Proposal) Date & Time		*[Please allow enough time for Consultants to prepare responsive Proposals, depending on the documents and details required to be submitted]*	
Technical Proposal Presentation / Customers Testimonials	*[To be intimated later]*	Proposal Opening (Financial Proposal) Date & Time	*[To be intimated later]*

3.0 Terms of Reference (ITC clause 5)			
Consignee/ State:	*[Fill]*	GSTIN Code of Consignee	*[Fill]*
Period of Contract	*[Indicate the period of resulting Contract]*		
Service Details:	*[Add more rows if more than one Service in a schedule]*		

4.0 Obtaining the RFP Document and clarifications (ITC clause 7)		
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 RFP Document (INR)	*[Not applicable]*	
Office/ Contact Person/ email for clarifications	*[Same as TIA above]*	

5.0 Pre-Proposal Conference (ITC-clause 8)	
Is a Pre-Proposal Conference proposed to be held?	*[No/Yes]*

Place, time, and date of the Pre-Proposal Conference	*[Fill if it is 'Yes' above and delete the row if it is 'No' above. If only a video-conference is to be held, then mention this fact along with credentials of the meeting, e.g., Meeting Link; Meeting Number and Password]*
Place, time, and date before which Written queries for the Pre-Proposal conference must be received	*[Fill if it is 'Yes' above and delete the row if it is 'No' above.]*
Place, time, and date before which registration of participants for the Pre-Proposal conference must be received	*[Fill if it is 'Yes' above and delete the row if it is 'No' above]*

6.0 Preparation and Submission and Opening of Proposals (ITC-clause 9, 10 and 11)	
Proposals to be addressed to	Insert designation of Tender Inviting Authority, RITES LTD.
Instructions for Online Proposal Submission	*[https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page]*
Proposal Opening Place	*[On e-procurement portal(s) mentioned above]*

7.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITC-clause 10.3)	
Physical documents required/ permitted to be submitted	*Yes*
If Yes, List of Documents to be submitted physically	*[Original Documents related to Bid Security/EMD, ITC Cl. 9.4]* *TIA may list other documents (originals/ self-attested copies of Originals of uploaded scanned 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 up date and time, usually the same as the deadline for the Proposal submission, to avoid Consultants playing an anti-competitive game]*
Address of Physical Submission of Originals	*[Same as TIA above]*

8.0 Documents relating to Bid Security (ITC-clause 9.4) and Performance Security (ITC-clause 14.2.2).
[Bid Security/EMD is to be submitted by all bidders as per ITC Cl. 9.4]

EMD	EMD Amount (INR)- (2 % of the estimated value of consultancy services)	Payment Mode of EMD	*Offline*
Categories of EMD Exemption Allowed	*MSEs, Start-up [add any other category]*	EMD Validity	*[Normally 45 days beyond Bid Validly, mention period as well as calculated date]*
Off-line Payment Instruments Types acceptable	[upload self-attested scanned copy and submit originals physically] of Insurance Surety Bonds,Account Payee Demand Draft ,Fixed Deposit Receipt ,Banker's cheque drawn on a Scheduled commercial bank in India, or Bank Guarantee/e- Bank Guarantee		
Original Bid Security/EMD to be Submitted to	*[Fill in Designation and Address]*		
Bid Security/EMD to be addressed/ in favour of	*[Fill]*		
Performance Security (*Applicable for the tender/contract value of services more than Rs one (1.0) lakh*)	*5% of the contract Value.*	1.Form of Security and To whom to be addressed 2. Performance Security -In favour of	*[Fill]* *[Fill]*

9.0 Consultants – Eligibility and Preference Policies (ITC Clause 3)

Are sub-contractors and Key Experts permitted to participate in more than one proposal (ITC Clause 3.2))	*No*	

10.0 Additional Clauses

Clause	**Description**		
Integrity Pact to be Signed and Submitted along with Proposal ITC-clause 9.2.1	*[YES OR NO)*	Independent External Monitor, Name and Contact Details, E-mail ID & RITES Liaison Officer Contact Details, Email ID [TIA may verify & insert the name of IEMS & RITES	*Name, Address and e-mail id of IEM 1: *Name, Address and e-mail id of IEM 2 *Name, Address and e-mail id of RITES Liaison Officer: * *TIA shall fill these details*

		Liaison officer in next column as applicable]	
Price Variation (ITC-clause 6.2.2)	NO	Advance Payments Provided	NO

Section II: Instructions to Consultants (ITC)

1. The RFP Document

1.1. Basic Tender Details

This 'RFP Document' Document (hereinafter referred to as the 'the RFP Document') details the terms and conditions for entering into a contract for delivery of the Services (hereinafter called 'the Services') described in Section VI: "Terms of Reference". The 'Services' may include incidental Goods, Works, and other Services if so indicated. In this RFP Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited exclusively from the Consultants shortlisted in the preceding EOI process (please see TIS for reference) and are not transferable to any other Consultant. Proposals from consultants who have not been shortlisted shall not be entertained.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

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

1.3. Overview of Contents

1) Unless otherwise stipulated in AITC, the Sections, Forms and Formats comprising this RFP Document are described in ITC-clauses 1.4, 1.5 and 1.6 below. A BOQ file for Financial Proposal separately available on the eProcurement Portal is also part of this RFP Document. Any generic reference to RFP Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this RFP Document.
2) Consultants must submit the Proposal in the Forms/ Formats mentioned in ITC-clauses 1.5 and 1.6 below. The sections mentioned in ITC-clause1.4 below need not be signed or returned by the Consultants; however, they must declare in his Proposal Form (Form T-1: Proposal Form) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the RFP Document

1.4.1 Sections of the RFP Document (need not be signed or uploaded)

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

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

1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Consultant to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Consultants must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

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

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

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

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

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

Section VI: Terms of Reference describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, Procuring Entity's inputs and counterpart personnel, statutory requirements of Services required etc. Section VI-A: 'List of Key Experts and Required Qualifications' describes the team composition and expertise, experience and professional qualifications required for each of the Key Experts. Consultants must fill up 'Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity' regarding these Schedules.

1.4.6 Section VII: Evaluation/ Scoring Criteria

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

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

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

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

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

Technical Proposal:

1) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno-commercial and Financial Proposals)
2) Form T-1A: Consultant's Commercial Information
3) Form T-2: Consultant's Organisation and Experience
4) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by the Procuring Entity
5) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
6) Form T-5: Work Schedule and Planning for Deliverables
7) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
    a. Annex to Form T-6: Key Experts' Curriculum Vitae (CV)
8) Form T-7: Terms and Conditions - Compliance
9) Form T-8: Checklist for Consultants
10) Form T-9: Documents Relating to Bid Security Declaration
11) Form T-10 (T-10/1,T-10/2,T-10/3): Integrity Pact
    Annexure T-10A Guidelines on Banning of Business Dealings

Financial Proposal

The following forms are included only as examples. The actual Financial Proposal is to be submitted in a separate file available on the eProcurement Portal, which may well be different from these examples.

1) Form F-1 Summary of Costs
2) Form F-2 Remuneration Cost
3) Form F-3 Reimbursable Expenses Summary

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

1.6. Other Formats

1) Form-F-2A: - Breakdown of Remuneration Rates -Financial Negotiations (To be submitted during Negotiations)
2) Format 1: Contract Form (Required after Letter of Award)
    a) Appendix A: Terms of Reference
    b) Appendix B: Key Experts
    c) Appendix C: Remuneration Cost Estimates
        i) Annex to Appendix C: Breakdown of Agreed Fixed Rates in Consultant's Contract
    d) Appendix D: Reimbursable Expenses Cost Estimates
    e) Appendix E: Bank Guarantee Format for Performance Security
    f) Appendix F: Performa for Bank Guarantee for EMD
2) Format 2: Certification by Prospective Arbitrators- **NOT APPLICABLE**
3) Format 3: Authorisation for Attending Pre-Proposal Conference. (To be filled up, if required, by consultant)

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

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

2.2. Right to Intellectual Property and confidentiality:

1) The RFP Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2) However, Consultants may share these to prepare and submit their Proposals with their employees, subcontractor(s), or holding Company, after obtaining an undertaking of confidentiality similar to that imposed on the Consultant.
3) This condition shall also apply to Consultants who do not submit a Proposal after downloading it or are not awarded a contract in the process.
4) The obligation of the Consultants under sub-clauses above, however, shall not apply to information that:
    a) now or hereafter is or enters the public domain through no fault of Consultant;

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

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

2.3. Right to Reject any or all Proposals

The Procuring Entity reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and issue another tender for the same or similar Services at any time before the award of the contract. It would have no liability to the affected Consultant(s) or any obligation to inform them of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding the Purpose of the RFP Document

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

2.4.2 Regarding Documents/ guidelines

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

2.4.3 Regarding Information Provided

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

2.4.4 Regarding RFP Document:

1) The RFP Document does not purport to contain all the information Consultant(s) may require. It may not address the needs of all Consultants. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the Consultant(s) is on 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 for any interpretation or opinion on law expressed herein.

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

3. Consultants – Eligibility and Preferential Policies

3.1. Consultants

As the RFP following the earlier EOI shortlisting process, this invitation is open only to consultants who have been shortlisted . Proposals from other Consultants shall not be entertained.

3.2. Restrictions on Association among Consultants

1) **Association of Shortlisted Consultants:** Unless otherwise stipulated in the AITC, shortlisted Consultants shall not associate with either other shortlisted Consultant(s) or any other non-shortlisted Consultant(s) while submitting their proposal. The Constitution of the shortlisted Consultant shall remain the same as declared at the shortlisting stage.
2) The Consultant shall not subcontract the whole of the Services. However, subject to the restrictions outlined in this RFP Document, a Consultant may propose to sub-contract a part of the contract for specialised items of services, provided such a sub-contractor does not circumvent the eligibility condition based on which the Consultant was shortlisted in the EOI process. The names and details of the sub-contracts must be clearly stated in the proposal submitted by the Consultant. Despite any approval granted by the Procuring Entity through Procuring Officer for such arrangements, the Consultant/ Consultant shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the RFP Document/ Contract (if not so specified, 25 (twenty-five) percent). Sub-contracting by the Consultant without the approval of the Procuring Entity through Procuring Officer shall be a breach of contract.
3) **Participation of Sub-contractors, Key Experts in more than one Proposal:** Unless otherwise stipulated in the TIS, participation of Sub-contractors, Key Experts in more than one Proposal is not permissible.

3.3. Inputs of Key Experts

1) Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.
2) Procuring Entity may indicate in the RFP Document the estimated Key Experts' time input (expressed in person-month) or the estimated total cost of the assignment, but not both. This estimate is indicative, and the Consultants should base their proposal on their own estimates for the same.
3) The Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the RFP Document) of Key Experts, failing which the Financial Proposal shall be adjusted for the purpose of comparison of proposals and decision for an award in accordance with the procedure in the RFP Document.

4) The estimated Key Experts' time input is not disclosed for assignments under the Fixed-Budget selection method. The total available budget, with an indication of whether it is inclusive or exclusive of taxes, shall be given in the RFP Document, and the Financial Proposal should not exceed this budget.

3.4. Eligibility Criteria for Participation in this Tender

1) Shortlisted Consultant must continue to meet the eligibility criteria prescribed in the EOI document, including restrictions on Consultants from specified countries (based inter-alia on which they were shortlisted) as of the date of his Proposal submission and should continue to meet these till the award of the contract. Consultants shall be required to declare continued fulfilment of Eligibility Criteria in Form T-1 'Proposal Form (Covering Letter)'. Consultants must provide evidence of their continued eligibility to the Procuring Entity if requested.
2) Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-contractors, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees similarly continue to meet such eligibility criteria.

3.5. Conflict of Interest

The Consultant must provide professional, objective, and impartial advice, holding the Procuring Organisation's interests paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their own corporate interests. Consultants must disclose to the Procuring Entity in Form T-1 'Proposal Form (Covering Letter)' any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Organisation. Failure to disclose such situations shall be treated as a violation of the Code of Ethics (ITC Clause 16) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as nonresponsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

1) Conflicting Associations:

    a) directly or indirectly controls, is controlled by or is under common control with another Consultant; or
    b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or
    c) has the same legal representative/ agent as another Consultant for purposes of this Proposal. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principal; or
    d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or
    e) participates in more than one Proposal in this Procurement Process. Participation in any capacity by a Consultant (including the participation of a Consultant as sub-contractor in another Proposal or vice-versa) in more than one Proposal shall result in the disqualification of all Proposals in which he is a party. However, this does not limit the participation of a Consultant firm as a sub-contractor in more than one Proposal; or

2) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Procuring Entity to provide goods, works, or services for a project, shall be

disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.

3) **Conflicting Assignments:** would (including its Experts and Sub-contractors) or any of its Affiliates) be or is providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.
4) **Conflicting Relationships:** has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the RFP document or TOR of the Procurement Process and/or the evaluation of Proposals; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Procurement Process and execution of the Contract.

4. Purchase Policies of the Government

1) Unless otherwise stipulated in TIS/ AITC, the Procuring Entity reserves its right to grant preferences to specified categories of Consultants under various Government Policies/ Directives (Policies relating to Make in India; MSME; Start-ups etc.)
2) As detailed in the EOI process, Government policies restrict the participation of entities from i) Countries sharing land borders with India and ii) Countries that may restrict participation from Bidders from India. Consultants have already submitted declarations regarding these restrictions during the EOI process. They should ensure that they continue to be free from such restrictions.

5. The Terms of Reference and Form of Contract

5.1. Eligible Services – Origin

Unless otherwise stipulated in the RFP Document, all 'Services' and incidental 'Goods, Works, and other Services' to be delivered under the contract must not be from entities with origin from restricted countries as per ITC clause 4.2 above.

5.2. Facilities to be provided by the Procuring Entity

Unless otherwise stipulated in the AITC, no Facilities (including Reference Documents, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to the Consultant.

5.3. Form of BOQ/ Contract and Selection Method

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

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

5.3.2 Lumpsum form of BOQ/ Contract

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

5.3.3 Selection Method

1) Unless otherwise specified in TIS, the selection method applicable in this RFP shall be Quality and Cost Basis Selection (QCBS). Other selection methods which can be used in this RFP are:

    a) Least Cost Selection (LCS)
    b) Quality Based Selection (QBS) and
    c) Fixed Budget Selection (FBS).

2) Please refer to ITC Clause 12 for details.

6. Proposal Prices, Taxes and Duties

6.1. Prices

6.1.1 Competitive and Independent Prices

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

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

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

6.1.2 Price Components

Consultant shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total Proposal prices.

6.1.3 Price Schedule

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

6.1.4 Provisions of GST

1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
2) While quoting the basic rate, the Consultant should offset the input credit available as per the GST Act.
3) Please refer to ITC-Clause 6.3 for further details.

6.1.5 Currencies of Proposal and Payment

1) Unless otherwise stipulated in the AITC, the Consultant's currency of Proposal and payment shall be quoted entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
2) Where the AITC permits quotations in different currencies, then, for Services performed in or sourced from India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITC. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITC-clause 12.4.2 below.

6.1.6 Non-compliance

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

6.2. Firm/ Variable Price

6.2.1 Firm Price

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

6.2.2 Price Variation Clause:

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

6.3. Taxes

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

6.3.1 GST Registration Status:

1) All the Consultants should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Consultants should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN).** If the Consultant has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the delivery of Services involved shall be quoted. If the services provided are from multiple states, the Consultant should mention GST registration numbers for each state separately.
3) **Composition scheme:** If the Consultant has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
4) **Exemption from Registration:** If a Consultant is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Consultant claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Consultant fulfils all conditions prescribed in notification exempting him from registration. Such Consultant/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. The consultant should note that his offer would be loaded with the payable GST under the RCM. Further, the Consultant should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.
5) The Procuring Entity's state-wise GSTINs are indicated in TIS.

6.3.2 HSN Code and GST Rate:

1) If provided in this RFP Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Consultant to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.
2) As per the GST Act, the Proposal and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the Proposal/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current applicable rate included in the price must be declared by the Consultant.
3) If a Consultant asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Consultants should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.
4) If GST, other taxes, and duties are not specified, or the column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.
5) **Applicability to Imported Goods/ Services:** Following the implementation of GST, importing commodities shall not be subject to erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
6) The tenderers in their bids shall indicate the details of their jurisdictional Officers (Designation, address & email ID in Form T-1A). In case the of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by the Procuring Entity to the Jurisdictional Assessing Officer mentioned in the Tenderer's proposal.

6.4. Payments

6.4.1 General

Unless otherwise stipulated in AITC, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated; as per the procedure laid down in GCC clause 10.5.5.

6.4.2 No Advance Payments

Unless otherwise stipulated in AITC, no advance payment of any type (Mobilization, secured advances etc.) shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as stipulated therein and GCC Clause 10.

7. Downloading the RFP Document; Corrigenda and Clarifications

7.1. Downloading the RFP Document

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

7.2. Corrigenda/ Addenda to RFP Document

Before the deadline for submitting Proposals, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Consultants who have downloaded the document under their login. However, the Consultants must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP Document. To give reasonable time to the prospective Consultants to take such corrigendum/ addendum into account in preparing their Proposals, the Procuring Entity may suitably extend the deadline for the Proposal submission, as necessary. After the procuring entity makes such modifications, any Consultant who has submitted his Proposal in response to the original invitation shall have the opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission as per ITC-clause 10.4.1 below.

7.3. Clarification of the RFP Document

As detailed in NIT clause 2.3, a Consultant may seek clarification of the RFP Document. The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective Consultants. Any modification of the RFP Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8. Pre-Proposal Conference

1) If a Pre-Proposal conference is stipulated in the TIS, prospective Consultants interested in participating in this tender may attend a Pre-Proposal conference to clarify the techno-commercial conditions of the RFP at the venue, date and time specified therein.
2) Participation is not mandatory. However, if a Consultant chooses not to (or fails to) participate in the Pre-Proposal conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
3) The date and time by which the written queries for the Pre-Proposal must reach the authority and the last date for registration for participation in the Pre-Proposal conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-Proposal conference.
4) Delegates participating in the Pre-Proposal conference must provide a photo identity and an authorization letter as per Format 3: "Authorization for attending a Pre-Proposal Conference" from their Company/ principals; else, they shall not be allowed to participate. The pre-Proposal conference may also be held online at the discretion of the Procuring Entity.
5) After the Pre-Proposal Conference, Minutes of the Pre-Proposal conference shall be published on the Procuring Entity's portal within seven days from the Pre-Proposal Conference. If required, a clarification letter and corrigendum to RFP Document shall be issued, containing amendments to various provisions of the RFP Document, which shall form part of the RFP Document. As per ITC-clause 7.2 above, to give reasonable time to the prospective Consultants to take such clarifications into account in preparing their Proposals, the Procuring Entity may suitably extend, as necessary, the deadline for the Proposal submission.

9. Preparation of Proposals

9.1. The Proposal

9.1.1 Language of the Proposal

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

9.1.2 Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Consultant is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Consultant acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Consultants shall be responsible for compliance with Rules, Regulations, Laws and

Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the Consultants in these regards.

9.1.3 Cost of preparation and submission of Proposals

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

9.1.4 Interpretation of Provisions of the RFP Document

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

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Proposals to words, the Consultants are advised to ensure no ambiguity.

9.1.6 Alternate Proposals not Allowed.

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

9.2. Documents comprising the Proposal:

9.2.1 Techno-commercial Proposal/ Cover

"Technical Proposal" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive*:

1) Form T-9: Documents relating to Bid Security: Bid Securing Declaration (BSD) in lieu of Bid Security in the format provided therein shall be uploaded as per ITC clause 9.4.
2) Form T-1: Proposal Form (to serve as covering letter and declarations applicable for both the Technical Proposal and Financial Proposal);
3) Form T-1A: Consultant’s Commercial Information;
4) Form T-2: Consultant’s Organisation and Experience
5) Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Procuring Entity

6) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms Of Reference
7) Form T-5: Work Schedule and Planning for Deliverables
8) Form T-6: Team Composition, Assignment, and Key Experts' Inputs

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

9) Form T-7: Terms and Conditions - Compliance
10) Form T-8- Checklist for the Consultants: The consultant must also upload the Checklist given in the RFP Document as Form T-8 to confirm that he has complied with all the instructions in the RFP Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Consultant from complying with all the requirements stipulated elsewhere in the RFP Document.
11) If stipulated in TIS, duly signed Form T-10: Integrity Pact
12) Any other format/ Form if stipulated in AITC or if considered relevant by the Consultant

9.2.2 Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the eProcurement Portal. Any additional information may be uploaded in pdf as additional documents. It should be filled considering all financially relevant details, including Taxes and Duties as per ITC-clause 6.3. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses in the RFP Document. *No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal*. *A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.*

Following forms of Financial Proposal are given only, for example, and may well be different from the actual Financial Proposal format available in a separate file on the eProcurement Portal.

The Forms are:

1) Form F-1 Summary of Costs: The consultant must state the proposed Costs in accordance with ITC clause 6.1. Add cost columns for each foreign currency, if used and/or required (as per ITC clause 6.1.5. Explanatory comments on taxation and breakup of CGST, SGST, IGST and cess in case of this assignment may be given in Technical proposal Form T-1A: Consultant's Commercial Information.
2) Form F-2 Remuneration Cost: When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts. Add cost columns for each foreign currency, if used and/or required (as per ITC clause 6.1.5)
3) Form F-3 Reimbursable Expenses Summary: When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. During negotiations, a detailed breakup of each type of reimbursable expense would be called for. Add cost columns for each foreign currency, if used and/or required (as per ITC clause 6.1.5 are involved. "Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her

usual place of residence. Procuring Entity may stipulate a ceiling on the number of such days during negotiations.

9.3. Proposal Validity

1) Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than 60 days from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as nonresponsive.
2) In case the day upto which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the Proposal validity shall automatically be deemed to be extended upto the next working day.
3) In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the Consultants to extend the validity period for a specified additional period. The request and the Consultants' responses shall be made in writing or electronically.

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

9.4. Bid Security/EMD & Bid Security Related Documents

9.4.1: Bid Security/EMD

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

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

3) Unless otherwise specified in the TIS/ AITC, the earnest money shall be furnished in one of the following forms:

a) Account Payee Demand Draft or
b) Fixed Deposit Receipt or
c) Banker's cheque
d) Insurance Surety Bond
e) Bank Guarantee/e- Bank Guarantee from any of the scheduled commercial banks

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

5) Earnest money of a Bidder/Consultant shall be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's earnest money shall be forfeited if they are awarded the contract and they fail or refuse to sign the contract, or if it fails to furnish the required performance security within the specified period. In case of forfeiture of EMD, GST if applicable shall be recovered as per prevailing rate from the Consultant/bidder.

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

7) The Bid Security (EMD) of the successful Bidder/Consultants shall be discharged when the bidder has furnished the required Performance Security and signed the Agreement.

9.4.2: **Bid Security Declaration**:

Bidders who are exempted from submission of bid security /EMD as referred in TIS shall submit Bid Security Declaration (BSD) as per details below.

1)In lieu of Bid Security, the exempted Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form T-9: Documents Relating to Bid Security, along with its Technical Proposal. The BSD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

2)The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:

(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
(b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:

i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
ii) fails or refuses to sign the contract

3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:

   (a) receipt by Bidder of the Procuring Entity's notification

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

   (b) forty-five days after the expiration of the bid validity or any extension thereof

4) The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

9.5. Non-compliance with these provisions

Proposals are liable to be rejected as non-responsive if a Consultant:

2) fails to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or gives evasive information/ reply against any such stipulations.
3) furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejecting the Proposal as non-responsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

10. Signing and Uploading of Proposals

10.1. 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 themselves with the Portal's rules, regulations, procedures, and implied conditions/ agreements. Consultants intending to participate in the Proposal 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 RFP Document, provisions of the Portal shall prevail. Consultants may study the resources provided by the Portal for Consultants.

10.2. Signing of Proposal

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

10.3. Submission/ uploading of Proposals.

10.3.1 Submission/ Uploading to the Portal

1) No manual Proposals shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, the Consultant must not make any changes to the contents of the documents while uploading, except for filling in the required information– otherwise, the Proposal shall be rejected as nonresponsive.

2) Proposals shall be received only *Online* on or before the deadline for the Proposal submission as notified in TIS.
3) Only one copy of the Proposal can be uploaded, and the Consultant shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time. A proposal submitted by a Joint Venture shall be digitally signed by an authorized representative who has a written power of attorney signed by each member's authorized representative to be legally binding on all members.
4) The consultant need not sign or up-load the Schedules in ITC-clause 1.4 above while uploading his Proposal unless otherwise instructed in the RFP Document. It is assumed that the Consultant commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer or any other designated officer of Procuring Entity.
5) The consultant must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. The consultant should ensure the clarity/ legibility of his scanned documents.
6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the Proposal submission at the venue mentioned. Failure to do so is likely to result in the Proposal being rejected as nonresponsive. 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 stage of evaluation, especially from the successful Consultant(s) before the issue of a Letter of Award (LoA).
7) Regarding the protected Price Schedule (excel format, Cover-2), the Consultant shall only enter his name in the space provided in the specified location. Consultant shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, the Consultant may upload additional documents under "Additional Documents" in the "Proposal Cover Content."
8) The date and time of the deadline for the Proposal submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
9) 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 Proposal submission. Consultants are advised to ensure they submit their Proposal within the deadline and time of Proposal submission, taking the server clock as a reference, failing which the portal shall not accept the Proposals. No request on the account that the server clock was not showing the correct time and that a particular Consultant could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.
10) All Proposals uploaded by the Consultant to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorised persons on or after the due date and time. The Consultant should ensure the correctness of the Proposal before uploading and take a printout of the system-generated submission summary to confirm the successful Proposal upload.
11) The Procuring Entity may extend the deadline for the Proposal submission by issuing an amendment as per ITC-clause 7.2 above, in which 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 Proposal submission.

12) Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Consultants

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

10.3.3 Late Proposals

The Consultant shall not be able to submit his Proposal after the expiry of the deadline for the Proposal submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

10.4. Modification, Resubmission and Withdrawal of Proposals

10.4.1 Modification & Resubmission

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

10.4.2 Withdrawal

1) The Consultant may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.
2) No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal, validity period expires. If a Consultant withdraws the Proposal during this period, the Procuring Entity shall be within its right to forfeit the EMD, in addition to other punitive actions provided in the RFP Document for such misdemeanour.

11. Proposal Opening

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

12. Evaluation of Proposals and Award of Contract

12.1. General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Consultant in its/ his Proposal and other allied information deemed appropriate by

Procuring Entity. Evaluation of Proposals shall be based only on the criteria/ conditions included in the RFP Document.

12.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

1) During the evaluation of Proposals, the following definitions apply:
    a) "Deviation" is a departure from the requirements specified in the RFP Document;
    b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
    c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP Document.
2) A deviation/ reservation/ omission from the requirements of the RFP Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:
    a) which affects in any substantive way the scope, quality, or performance standards of the Services;
    d) which limits in any substantive way, inconsistent with the RFP Document, the Procuring Entity's rights, or the Consultant's obligations under the contract; or
    e) Whose rectification would unfairly affect the competitive position of other Consultants presenting substantively responsive Proposals.
3) The decision of the Procuring Entity shall be final in this regard. Proposals with substantive deviations shall be rejected as nonresponsive.
4) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the RFP Document shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by the Procuring Entity, which would become part of the contract.
5) The Procuring Entity reserves the right to accept or reject Proposals with any minor deviations. Wherever necessary, the Procuring Entity shall convey its observation as per ITC-clause 12.1.3 below on such 'minor' issues to Consultant by registered/ speed post/ electronically etc., asking Consultant to respond by a specified date. If the Consultant does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Proposals and shortfall documents

1) During the evaluation of Techno commercial or Financial Proposals, the Procuring Entity may, at its discretion, but without any obligation to do so, ask the Consultant to clarify its Proposal by a specified date. The consultant should answer the clarification within that specified date (or, if not specified, 7 days from receiving such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Consultant. Any clarification submitted by a Consultant regarding its Proposal that is not in response to a request by the Purchasing Entity shall not be considered.
2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the Consultant, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as

nonresponsive in addition to other punitive actions under the RFP Document for violation of 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 Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Consultant. There is a provision on the portal for requesting Short-fall documents from the Consultants. The system allows taking the shortfall documents from consultants only once after the technical Proposal opening.

12.1.4 Contacting Procuring Entity during the evaluation

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

12.2. Evaluation of Proposals

12.2.1 Preliminary Examination of Proposals - Determining Responsiveness

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

1) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
2) Required EMD has not been provided.
3) Consultant no longer complies with the eligibility criteria in the preceding EOI process based on which they were shortlisted for participation;
4) The Services offered are not eligible as per the provision of this tender.
5) The consultant has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITC.
6) The Proposal validity is shorter than the required period.
7) The Proposal departs from the essential requirements stipulated in the bidding document;
8) The consultant has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
9) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

12.2.2 The evaluation process in Single/ multiple Cover(s) Tenders

1) Unless otherwise stated, this Procurement Process is for multiple (two or more) covers Proposals. Initially, only the techno-commercial Proposals shall be opened on the stipulated date of opening of Proposals. After that, the techno-commercial evaluation shall ascertain whether these Proposals meet the requirements of the Terms of Reference, Technical Criteria and

Minimum Score. Subsequent opening of financial Proposals and financial evaluation shall be done only of Proposals declared successful in techno-commercial evaluation.

2) If the TIS stipulates this to be a single cover Procurement Process, the single cover Proposals shall be opened on the stipulated date of opening Proposals. After that, the evaluation of the techno-commercial and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3. Techno-commercial Evaluation

12.3.1 Evaluation of Technical Proposals/ Score

1) Procuring Entity shall evaluate the Technical proposal and assign scores as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation/ Scoring Criteria'. This determination shall, inter-alia, consider the Consultant's (i) "Specific experience of the Consultant (as a firm) relevant to the Assignment"; ii) "Adequacy and quality of the proposed methodology, and work plan"; iii) "Key Experts' qualifications and competence for the Assignment". 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.
2) If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as violation of Code of Ethics and would be liable for penalties thereunder.

12.3.2 Evaluation of Conformity to Commercial and Other Clauses

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

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

Each responsive Proposal shall be given a technical score applying the evaluation criteria, sub-criteria, and scoring system specified in the RFP Document. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated in the RFP Document. Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Consultants and a date/time and venue for opening their financial Proposals shall be declared on the Portal. The Procuring Entity shall notify all Consultants whether their proposal was found responsive/ non-responsive to the RFP and TOR and whether they met the minimum qualifying technical score. If so stipulated in TIS/ AITC, indicate the Consultant's overall technical score and scores obtained for each criterion and sub-criterion. Financial proposals of successful Consultants only shall be opened online. The financial proposals of unsuccessful Consultants shall remain encrypted and unopened.

12.4. Financial Proposals Evaluation and Ranking of Proposals

12.4.1 Financial Proposals Evaluation

1) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the selection method declared in the RFP Document (LCS/ QCBS/ QBS)and ranked accordingly.
2) Unless otherwise stipulated, the evaluation of prices shall be on total outgo from the Procuring Entity's pocket, to be paid to the Consultant or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, as the case may be, including any taxes, duties, levies etc.
3) As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Consultants as indicated in the RFP Document.
4) evaluation of Proposals shall include and consider the following taxes/ duties, as per ITC-clause 6.3 above:

    a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the Consultant;
    b) The offers shall be evaluated based on the GST rate quoted by each Consultant, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Consultant. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
    c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

5) Correction of Errors/ adjustments:

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

        i) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
        ii) If a Lump-Sum contract selection method is declared in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.
        iii) If a Time-Based contract selection method is declared in the RFP, in case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the evaluation committee shall correct the quantification indicated in the Financial Proposal to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

    c) **Discounts and Rebates:** If any Consultant offers conditional discounts/ rebates in his Proposal or suo-motu discounts and rebates after the Proposal Opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Consultant gets selected as per selection method,

without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;

d) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial Proposal submission and not on any future date.

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

a) **Minimum Time Inputs:** if a Proposal includes less than the required minimum person-month time input, the missing time input (expressed in person-months) is calculated as follows:
b) The shortfall in time input for any key position from that specified in Section VI-A shall be multiplied by the highest remuneration rates for Key Experts in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum time input at a key position shall not be adjusted for that key position.
c) The proposal shall be evaluated based on remuneration cost plus reimbursable expenses as quoted by the consultants in the prescribed financial forms. The travel expense (TA/DA for authorized travel outside the home station) etc. shall be reimbursed by the Procuring Entity on an actual basis. It shall be limited to the entitlement mentioned in Appendix D. Therefore, travel expense (TA/DA for authorized travel outside the home station) need not be quoted in the financial proposal for evaluation.

8) **Least-Cost Selection:** In the case of Least-Cost Selection (LCS), the Procuring Entity shall select the Consultant with the lowest evaluated total price among techno-commercially suitable proposals and invite such a Consultant to negotiate the Contract.
9) **Quality and Cost-Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score. The Consultant with the Proposal that achieves the highest combined QCBS scores shall be invited for negotiations.

a) The lowest evaluated Financial Proposal (Fm) shall be assigned the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is as follows:

$$Sf = 100 \times Fm / F,$$

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

b) The weights given to the Technical (T) and Financial (P) Proposals are :
T (the weight given to the Technical Proposal) = 75%, and
P (the weight given to the Financial Proposal) = 25% (T + P = 100%)
[**TIA may specify the weights to the Technical and Financial Proposal as per their service requirement in Section VII]**
c) Proposals would be ranked according to their combined QCBS (weighted technical, St and financial, Sf) scores as follows:

$$S = (St \times T + Sf \times P)/100.$$

in which "S" is the combined QCBS score, "St" is the technical score calculated as per para 12.3.1 above and "Sf" is the financial score calculated as per a) above.

d) All scores shall be calculated up to two decimal places only.
[TIA may also adopt the QCBS criteria as per Manual for Procurement of Consultancy & Other Services issued by MoF,DoE, GOI]

10) **Quality-Based (Only) Selection QBS:** In the case of QBS, the Consultant with the top-ranked technical score is invited to negotiate the contract. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant would be opened by the Procuring Entity's evaluation committee. During negotiations, the basis of remuneration rates quoted by the Consultant shall be reviewed as per GCC clause 13.5.
11) **Fixed Budget Selection (FBS):** In the case of FBS, those Proposals that exceed the budget indicated in the RFP Document shall be rejected. The Procuring Entity shall select the Consultant, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

12.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

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

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

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

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

12.4.3 Cartel Formation/ Pool Rates

1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one Consultant quote the same total evaluated price, then the Procuring Entity reserves its right to choose any Consultant from among such Consultants - excluding others based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.
2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to:

    a) to choose any Consultant from among such Consultants - excluding others.
    And/ or
    b) consider it a violation of the Code of Integrity and reject the Proposal(s) as nonresponsive in addition to other punitive actions in this regard in the RFP Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for necessary relief. In addition, the attention of the Consultants is drawn to Chapter VI of the "Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.4.4 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Proposals in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to act as per the following sub-clauses, or as per ITC-clause 2.3, reject any or all Proposals; abandon/ cancel the Procurement Process and issue another tender for identical or similar Services.

12.4.5 Consideration of Abnormally Low Proposals

An Abnormally Low Proposal is one in which the Proposal price, in combination with other elements of the Proposal, appears so low that it raises substantive concerns about the Consultant's capability to perform the contract at the offered price. Procuring Entity shall, in such cases, seek written clarifications from the Consultant, including detailed price analyses of its Proposal price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the RFP Document. If, after evaluating the price analyses, procuring entity determines that the Consultant has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the Proposal/ proposal, and evaluation shall proceed with the next ranked Consultant.

13. Contract Negotiation

13.1. Invitation to Negotiate

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

on which he has been declared successful. The minutes of negotiations shall be signed by the Procuring Entity and the Consultant's authorized representative.

13.2. Verification of Original Documents

1) Before issuing a Letter of Award (LoA) to the successful Consultant(s), the Procuring Entity may, at its discretion, ask the Consultant to verify the originals of all such documents whose scanned copies were submitted online along with the Technical Proposal. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Consultant fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the RFP Document. The evaluation of Proposals shall proceed with the subsequent ranked offers.
2) Procuring Entity reserves its right to examine, if not already done, original documents relating to the continued compliance by the successful Consultant with the eligibility and qualification criteria based on which the Consultant was shortlisted during the EOI process.

13.3. Availability of Key Experts:

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations or, if applicable, a replacement on the lines of GCC clause 8.2.2. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

13.4. Technical Negotiations

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

13.5. Financial Negotiations

13.5.1 General

1) The negotiations include clarifying the Consultant's tax liability and how it should be reflected in the Contract.
2) In the case of a Lump-Sum contract, if the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal shall not be negotiated.
3) In the case of a Time-Based contract, unit rate negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such a case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause shall be the same as in the Financial Proposal format.
4) In other selection methods other than QBS, if the Procuring Entity considers that the remuneration rates in Form F-2 are very high, then it shall request the Consultant to clarify the breakdown of remuneration rates during the Contract negotiations and follow the following procedure used in case of QBS selection. Consultant shall submit Form F-2A before the Contract negotiations.

13.5.2 Review of Remuneration Rates in QBS selection

1) In the case of Quality Based Selection, the successful contractor shall submit a detailed breakdown of Remuneration rates quoted in Form F-2 in his proposal.
2) Form F-2A: Breakdown of Remuneration Rates (QBS Selection): This form is only a suggested model. Consultants may present the breakdown in a format relevant to their accounting practices. If more than one currency is used, use additional table(s) for each currency. The veracity of information in this form shall be certified by the Consultant.
3) At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its breakup of remuneration rates and accept that its proposed rates and other financial matters are subject to scrutiny.
4) A breakdown of Remuneration sheets agreed upon at the negotiations shall form part of the negotiated contract and be included as an Annex to Appendix C in the Contract.
5) Following stipulations must be noted regarding the breakdown elements of the Remuneration Rates:

    a) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
    b) Bonuses usually are paid out of profits. To avoid double counting, bonuses are not usually included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. The profit element need not be adjusted downward when national policy requires 13 months' pay for 12 months' work. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

c) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

d) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:
Leave cost as a percentage of salary =

(total days leave×100) ÷ (365-w-ph-v-s)
Where:
w = weekends, ph = public holidays, v = vacation, and s = sick leave.

e) Please note that leave can be considered a social cost only if the Client is not charged for the leave taken.

f) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements supporting the last three years' overheads shall be available for discussion, with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity would not accept an add-on margin for social charges, overhead expenses, etc., for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

g) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

13.6. Conclusion of Negotiations

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

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

14. Award of Contract

14.1. Notification of Intention to Award

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

1) the name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
2) the contract price of the successful Proposal;
3) the names of all Consultants included in the short list for RFP, indicating those that submitted Proposals;
4) where the selection method requires the price offered by each Consultant as read out and as evaluated;
5) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
6) the final combined scores and the final ranking of the Consultants;
7) a statement of the reason(s) why the recipient's Proposal was unsuccessful unless the combined score in (f) above already reveals the reason; and
8) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

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

14.2.1 Letter of Award (LoA)

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

14.2.2 Performance Security

1) Within 14 days (or any other period stipulated in AITC) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the Consultant to the Procuring Entity.
2) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD, besides taking any other administrative punitive action as provided in the RFP Document for such misdemeanour. In case of bidders allowed to submit bid security declaration (in lieu of EMD) the Procuring entity shall be entitled to enforce bid security declaration and to annul the award, besides taking any other administrative punitive action as provided in the RFP Document for such misdemeanour
3) Provided that this period of 14 days can be extended up to maximum of 10 days if so requested by the bidder with the approval of Competent Authority of RITES(Procuring Officer).

14.2.3 Signing of Contract

1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Consultant.
2) If so asked by the Procuring Entity, the successful Consultant shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.
3) Otherwise, the contract shall be legally effective from the date of its signing. The Consultant may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of receipt.

14.2.4 Return of EMD

Upon the furnishing by the successful Consultant of the Performance Security, the Procuring Entity shall promptly notify the other Consultants that their Proposals have been unsuccessful EMD furnished by all unsuccessful bidders/consultants should be returned without interest, at the earliest, after the expiry of the final tender validity period but not later than 30 (thirty) days after conclusion of the contract. EMD of the successful bidder should be returned after receipt of performance security and signing of the Agreement.

14.2.5 Publication of Tender Result

The name and address of the successful Consultant(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

15. Grievance Redressal/ Complaint Procedure

1) The consultant has the right to submit a complaint or seek de-briefing regarding the rejection of his proposal, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the (**mention complete address of Divisional Head)**.
2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant, indicating that it has been received, and the response shall be sent in due course after a detailed examination.

3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating Proposals and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

   a) Only a Consultant who has participated in the concerned Procurement Process, i.e., pre-qualification, Consultant registration or bidding, as the case may be, can make such representation.
   b) Only a directly affected Consultant can represent in this regard.

      i) In case of pre-qualification Proposal has been evaluated before the bidding of Technical/ financial Proposals, an application for review concerning the technical/ financial Proposal may be filed only by a Consultant who has qualified in the pre-qualification Proposal;
      ii) In case a technical Proposal has been evaluated before the opening of the financial Proposal, an application for review concerning the financial Proposal may be filed only by a Consultant whose technical Proposal is found to be acceptable.

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

      i) Determination of the need for procurement.
      ii) Complaints against Terms of Reference 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 Procurement 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 Procurement Process except where it is intended to subsequently re-tender the same Services.

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

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

Section III: Appendix to Instructions to Consultants (AITC)

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

(Ref ITC-clause 1.4)

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

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

ITC clauses	To be read as
ITC 1: Contents of RFP	
ITC 1.3, 1.4, 1.5	*[Mention any additional Sections, Forms or Formats in the RFP]*
ITC 3, 4 Consultants - Eligibility and Preferential Policies	
ITC 3.2 ITC 3.2.1	*[Mention if shortlisted Consultants are allowed to associate with other shortlisted/other Consultants] : Yes/No* *Not: Normally no association should be allowed with the Shortlisted or other Consultants except in special circumstances in which case it may be so mention herein.*
ITC 3.2.2	*Mention If Subcontracting is allowed.: [Yes/No]*
ITC 5 The Terms of Reference and Form of Contract	
ITC 5.2	*[Mention facilities, if any, to be provided to Consultant]*
ITC 6. Proposal Prices, Taxes and Duties	
ITC 6.1.5	prices are permitted to be quoted in INR
ITC 6.2.2	***Price Variation Clause is not applicable***
ITC 6.4.1	*[Mention payment terms/stages of payment]* *Note: GCC Clause 10.5.4,10.5.5 & 10.5.7 may also be referred by TIA for finalizing the payment terms*
ITC 6.4.2	***Advance Payment Not Allowed***
ITC 7 to 11 Downloading, Preparation, Submission and Opening of Proposals	
ITC 9.1.1	*[Language in which Proposals are to be submitted – English or otherwise]*
ITC 9.1.6	*[Mention if Alternate Proposals are permissible]*
ITC 10.3.1	1. To participate in the E-Bid submission for RITES, it is mandatory for the bidders/consultants to get their firms registered with CPP Portal *https://etenders.gov.in/eprocure/app.* 2. The bidders/consultants are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The

instructions given below are meant to assist the bidders/consultants in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

3. REGISTRATION:

a) Bidders/consultants are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: *https://etenders.gov.in/eprocure/app*) by clicking on the link **"Online Bidder Enrolment"** on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders/consultants will be required to choose a unique username and assign a password for their accounts.

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

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

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

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

4. SEARCHING FOR TENDER DOCUMENTS:

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

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

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

5. PREPARATION OF BIDS:

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

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

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

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

6. SUBMISSION OF BIDS:

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

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

	c) The bidder/consultant has to digitally sign and upload the required bid documents one by one as indicated in the tender document. d) Bidder/consultant has to select the payment option as "offline" to pay the cost of tender document and EMD as applicable and enter details of the instruments. e) Bidders/consultants should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in AITC/TIS. The original should be posted/couriered/given in person to the concerned official, so as to reach him within the deadline for the Bid/ proposal submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise, the uploaded bid will be rejected. f) Bidders/consultants are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the Bidders/consultants. Bidders/consultants are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. g) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders/consultants, opening of bids etc. The Bidders/consultants should follow this time during bid submission. h) All the documents being submitted by the Bidders/consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.

Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

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

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

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

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

7. ASSISTANCE TO BIDDERS/CONSULTANTS:

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

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

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

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

e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 10.2 of ITC are different, even then all the terms and conditions of the tender document will be binding upon the bidder/consultant.

8. PREPARATION AND SUBMISSION OF BIDS:

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

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

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

c) Bidders/consultants may ensure that all the pages of the documents mentioned in Clause 9.2.1 of ITC must be signed & stamped by authorized signatory and serially numbered. In case, it is found that Bidder/consultant has not complied with the same, the documents shall be deemed to be signed and stamped as this is a digitally signed e-tender.

d) The bids shall be submitted online following the instructions appearing on the screen. Bidders may insert their e-Token/Smart Card in their computer and Log onto CPP portal *https://etenders.gov.in/eprocure/app* using the User-Id and Password chosen during registration. Then they may enter the password of the e-Token/Smart Card to access the DSC.

Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the tender document/schedule. Generally, they can be in Excel/PDF/RAR/JPG formats. No other format is

	accepted. If there is more than one PDF document, then they can be clubbed together in a Zip file for uploading. There is no limit for uploading file. Bids shall be submitted online only at CPP website *https://etenders.gov.in/eprocure/ app* Bidders/consultant are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e procurement at *https://etenders.gov.in/eprocure/ app* Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Intending tenderers are advised to visit CPPP website *https://etenders.gov.in/eprocure/ app* till the specified date and time of opening of tender to check if there is any extension of deadline of submission of tender.
ITC 12 and 13 Evaluation of Proposals and Award of Contract	
ITC 12.2.1	*[Mention if additional criteria for responsive Proposals are proposed]*
ITC 12.2.2	*[Customise here by indicating whether this is a single or multiple covers Procurement Process]*
ITC 12.3.3	*[Mention if the Consultant's overall technical score and scores obtained for each criterion and sub-criterion shall be conveyed to all participants while declaring Technically successful Consultants]*
ITC 12.4.2	*The Tender is open only for the Domestic Bidders*
ITC 14.2.2	*[Mention the period for submission of Performance Security if different from 14 days]* ***[This period can be extended upto maximum of 10 days if so requested by the consultant with the approval Competent Authority of RITES)****]*

Section IV: General Conditions of Contract (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

1) The heading of these conditions shall not affect the interpretation or construction thereof.
2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
3) Words in the singular include the plural and vice-versa.
4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
5) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
7) Any generic reference to GCC shall also imply a reference to SCC as well.
8) In case of conflict, provisions of SCC shall prevail over those in GCC.
9) Any reference to 'Contract' shall include all other documents (inter-alia GCC, SCC) described in GCC-clause 2.5.
10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.
11) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2 Definitions

In the contract, unless the context otherwise requires:

1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered as allied firms;
2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Consultant the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the

Consultant in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the Consultant on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

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

the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Consultant's proposal;

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

combination of one or more engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3 Document Conventions

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

1.4 Abbreviations:

Abbreviation	Definition
AITC	Appendix to Instructions To Consultants
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
CV	Curriculum Vitae
EFT	Electronic Funds Transfer
EOI	Expression Of Interest
FBS	Fixed Budget Selection
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
INR	Indian Rupee
IPR	Intellectual Property Rights
ITC	Instructions To Consultants
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LCS	Least Cost Selection
LoA	Letter of Award (Acceptance)
NIT	Notice Inviting Tender
QBS	Quality Based Selection
QCBS	Quality and Cost Based Selection

Abbreviation	Definition
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language (or, if not so specified, in Indian English). All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. The English version/ translation shall prevail for interpretation of the contract.

2.2. The Entire Agreement

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

2.3. Severability

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

2.4. Relationship between Parties

1) The parties to the contract are the Consultant and the Procuring Entity, as defined in GCC-clause 1.2 above and as nominated in the contract. Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2) **Authority of Member in Charge:** In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
3) **Authorised Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the contract.

4) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Consultant shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to the Procuring Entity and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

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

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

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

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

instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

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

1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

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

3.2. Changes in Laws and Regulations

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

4. Communications

4.1. Communications

1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
4) Such communications would be an instruction, a notification, an acceptance, a certificate from the Procuring Entity, or a submission or a notification from the Consultant. A notification or certificate required under the contract must be communicated separately from other communications.
5) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the Consultant shall execute all orders the Contract Manager gives from time to time without delay. Still, the Consultant shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

4.2. Persons signing the Communications

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

1) On behalf of Consultant: The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the Procuring Entity for all costs and damages arising from such misdemeanours.
2) Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

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

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

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

5. Consultant's Obligations and restrictions on its Rights

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

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

1) Where the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

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

5.2. Obligation to Maintain Eligibility and Qualifications

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

5.3. Restriction on Potential Conflict of Interests

1) Neither the Consultant nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

    a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
    b) After this Contract's termination, such other activities as may be stipulated in the contract.

2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
3) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

4) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade commission, discount or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Consultant shall use its best efforts to ensure that any Sub-contractors and the Experts and agents of either shall not receive any additional payment.
5) The Consultant has an obligation and shall ensure that its Experts and Sub-contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant and/ or the termination of its Contract.

5.4. Consequences of breach by Constituents of a Consultant

Should the Consultant or any of its partners, its Subcontractors, or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Consultant shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.

5.4.1 In the case of Joint Venture/ Consortium

In the event of default or breach of GCC-clause 5.1 to 5.7 by any member, in the execution of his part of the Contract, the Procuring Entity shall be so notified within 30 days by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Joint Venture. Within 60 days of the said notice, the Lead Member shall assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity to ensure the execution of that part of the contract. Failure to comply with the above provisions or if the Lead Member himself defaults, it shall be lawful for the Procuring Entity to terminate the contract for default and avail any or all remedies thereunder.

5.5. Assignment and Sub-contracting

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

5.6. Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

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

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

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

5.6.2 For Losses and Damages Caused by Consultant

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

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

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

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

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

5.7.2 IPR Rights

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

5.7.3 Confidentiality

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

5.7.4 Secrecy

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

5.7.5 Restrictions on Use of Information

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

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

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

5.7.6 Protection and Security of Personal Data

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

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

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

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

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

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

5.8. Performance Bond/ Security

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

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

3) If the Consultant, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeiting EMD , besides taking any other administrative punitive action as provided in the RFP Document for such misdemeanour.

4) If the Consultant during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion

    (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
    (b) without terminating the Contract:

        i) recover from the Consultant the amount of such security deposit by deducting the amount from the pending bills of the Consultant under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
        ii) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.

5) In case of any amendment issued to the contract, the Consultant shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
6) The Procuring Entity shall be entitled, and it shall be lawful on his part,

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

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

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

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

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

5.9. Permits, Approvals and Licenses

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

5.10. Insurances

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

5.11. Accounting, Inspection and Auditing

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

5.12. Book Examination Clause

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

1) the Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.
2) The Consultant shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Consultant’s subcontractor, or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.
3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.
4) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies.

5.13. Legal Compliance

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

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

1) The contractors shall sign accountable receipts for all documents and materials or other assets/ properties made over to him by the Contract Manager on behalf of the Procuring Entity. All such assets shall be deemed in good condition when received by the Consultant unless he has notified

the Procuring Entity to the contrary within twenty-four hours of receipt. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.

2) These assets shall remain the property of the Procuring Entity, and the Consultant shall take all reasonable care of all such assets. The Consultant shall be responsible for all damage or loss from whatever cause while assets are possessed or controlled by the Consultant, staff, workmen, or agents.
3) Where the Consultant insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the Consultant's liability as aforesaid.
4) The Consultant shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

6. Procuring Entity's Obligations

6.1. Assistance by the Procuring Entity

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

1) issue to officials, agents, and stakeholders all such instructions and information as necessary or appropriate for the prompt and effective implementation of the Services.
2) Provide to the Consultant any other assistance as specified in the SCC.
3) **Access to Project Site:** The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Entity shall be responsible for any damage to the project site or any property resulting from such access. It shall indemnify the Consultant and each of the experts in respect of liability for any such damage unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-contractors or the Experts of either of them.

6.2. Facilities to be provided by the Procuring Entity

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

6.3. Counterpart Personnel

1) The Procuring Entity shall make professional and support counterpart personnel available to the Consultant, as specified in **Appendix A**.

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

6.4. Payment Obligation

In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

7. Scope of Services and Standards of Performance

7.1. Scope of Services

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

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

7.2. Eligible Services

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

8. Deployment of Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the Consultant without the permission of the Procuring Entity. The Consultant shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
3) **Prohibition of Smoking and Intoxicants:** The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed through sub-contractors or petty contractors with all the rules and regulations stipulated by the Procuring Entity relating to the access to the project site, including but not limited to

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

8.1.2 Clearance of Site on Completion

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

8.2. Key and Non-key Personnel

8.2.1 General Requirements

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

8.2.2 Key Personnel

1) The Consultant shall employ and provide qualified and experienced Experts and Sub-contractors as required to carry out the Services.
2) The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-contractors as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
3) The titles, job descriptions, minimum qualifications, and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
4) The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.
5) Working hours and holidays for Experts are outlined in Appendix B. To account for travel time to/from the India, experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
6) Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services.
7) Unless the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
8) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the SCC (or 30%, if not specified) of total key personnel.
9) Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the SCC (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the SCC. If not specified, the

reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e. till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.

10) If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the Procuring Entity for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Entity does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Entity. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts positions which require similar qualifications and experience.
11) Removal of Experts or Sub-contractors: The Consultant shall, at the Procuring Entity's written request, provide a replacement, if the Procuring Entity finds that any of the Experts or Sub-contractor:

    a) persists in any misconduct or lack of care;
    b) carries out duties incompetently or negligently;
    c) fails to comply with any provision of the Contract;
    d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
    e) undertakes behaviour which breaches the Code of Conduct;

12) Subject to the requirements in sub-clause above, and notwithstanding any requirement from the Procuring Entity to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
13) If any of the Key Experts, Non-Key Experts or Sub-contractors is found by the Procuring Entity to be incompetent or incapable of discharging assigned duties, the Procuring Entity specifies the grounds, therefore, may request the Consultant to provide a replacement.
14) Any replacement of the removed Experts or Sub-contractors shall possess better qualifications and experience and be acceptable to the Procuring Entity.
15) The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.

8.2.3 Non-key Personnel

1) the Consultant must ensure deployment of non-key Personnel as per Appendix C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the Procuring Entity to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and avail all the remedies thereunder. Such action shall be in addition to deduction from Consultant's payment cost of shortfall personnel as per Appendix C.

2) **Removal of Personnel on Orders of Contract manager** If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity. The Consultant shall have no claim for additional costs from or incidental to any personnel removal and/or replacement.

8.3. Equipment and Tools of Trade

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

9. Delivery of Services and delays

9.1. Works plan

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

9.2. Commencement of Services

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

    a) 15 days from (unless specified otherwise in that order) the date of Procuring Entity's notice to the Consultant instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the contract have been met.
    b) If no such order is issued,15 days from the date Contract has been signed by the Procuring Entity

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

    a) As required by the Contract, all JV members and key experts needed at the beginning of the assignment are effectively participating.

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

3) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Consultancy Management Teams

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

9.3.2 Review of Phases and Milestones

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

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

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

3) **Periodic Reviews:** Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.

4) **Deliverables Reviews:** The contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Appendix A or as agreed between the parties.

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

9.4.1 Delivery of Services:

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

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

The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Appendix A: 'Terms of Reference'. If at any time during the currency of the contract, the Consultant encounters conditions hindering the timely performance of services, the Consultant shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the Consultant's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension Due to Modification

The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The Consultant shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the services.

9.4.4 Extension for Delay Not Due to Consultant

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

    a) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or
    b) delay authorized by the Contract Manager pending arbitration or
    c) any act or neglect of Procuring Entity's employees e.g.:

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

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

9.4.5 Extension of Time for Delay Due to Consultant

1) If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 and 9.4.4 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.
3) Provided further that if the Procuring Entity is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
4) **Inordinate Delays:** Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the Procuring Entity.

9.5. Damages and Deductions Thereof

9.5.1 Right of the Procuring Entity to recover Damages.

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

9.5.2 Liquidated damages

1) Subject to GCC-clause 9.4, if the Consultant fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as **liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent** (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply.
2) Any failure or delay by any Sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.

9.5.3 Denial Clause:

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

9.5.4 Limit on total Damages

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

9.6. Force Majeure

1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
2) Notwithstanding the remedial provisions contained in GCC-clause 9.5 and 12, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1. Prices

10.1.1 Contract Price

1) The Contract price is fixed and is outlined in the Contract**.** The Contract price breakdown is provided in **Appendix C,** and the total payments under this Contract shall not exceed this Contract price.

2) Any change to the Contract price specified above can be made only if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

10.1.2 Firm Prices

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

10.1.3 Price Variation Clause --NOT APPLICABLE

1) In case the SCC provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:
2) Any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction under GCC clause- 9.5.3 (Denial Clause).
3) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the net price after variations.
4) While claiming payments where such variations are applicable, the Consultant must submit its calculations for each invoice, even if the payment on account of these variations is nil. Any price reduction due to such variations must be passed to the Procuring Entity.
5) **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.
6) If the Price Variation clause is applicable as per the contract, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.
7) **Base Month and Quarter:** Unless otherwise stipulated in the contract, the Base Month for the 'Price Variation Clause' shall be taken as the month before the month of the last date of Proposal submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the variated price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.
8) **Applicability:** If the Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, the cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.

10.2. Taxes and Duties

1) The Consultant, Sub-contractors, and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the SCC.
2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge

Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.

3) Payment of GST Tax under the contract:

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

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

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

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

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

ii) However, the Procuring Entity shall not be responsible for the Consultant's tax payment or duty under a misapprehension of the law.

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

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

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

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

4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the Consultant. The benefit of any reduction in GST rate must

be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of Proposal submission.

10.3. Terms and Mode of Payment

1) Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the Consultant's production of all required documents.
2) The payments shall be made as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other threshold specified) to Consultants shall be made through EFT only. The Consultant shall consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is unavailable, payment may be released through cheque.
3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign Consultants shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
4) the Consultant shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
5) While claiming payment, the Consultant is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Consultant's obligations for claiming that payment has been fulfilled as required.

10.4. Withholding and lien in respect of sums claimed:

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

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

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

or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.

10.5. Payments to Consultant

10.5.1 Ceiling Amount

In the case of Lump-sum Contracts, Payments under this Contract shall not exceed the ceilings in foreign currency and the local currency specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

10.5.2 Remuneration and Reimbursable Expenses

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

10.5.3 Currency of Payment

a) Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).

10.5.4 Mode of Billing and Payment

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

1) **Advance payment:** Within the specified days after the Effective Date, the Procuring Entity shall pay the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form outlined in Appendix E or such other form as the Procuring Entity shall have approved in writing. The Procuring Entity shall set off the advance payments in equal instalments against the payments for the number of months of the Services specified in the SCC until said advance payments have been fully set off. **…….Not Applicable**

2) **The Itemized Invoices:** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable under GCC Clause 10.5 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign and local currencies. Each invoice shall show remuneration and reimbursable expenses separately.
3) The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.
4) **The Final Payment:** The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause 5.14. The Services shall be deemed completed and finally accepted by the Procuring Entity. The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated. Any amount that the Procuring Entity has paid or has caused to be paid under this Clause more than the amounts payable under the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Entity within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final invoice approved by the Procuring Entity in accordance with the above.
5) All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
6) Except for the final payment under (4) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
7) the Contract Manager shall cross-check with all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.
8) Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Appendix A, Appendix B or Appendix C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Appendix C and D in the contract.
9) Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made every month for the volume of services rendered during the period.
10) Lumpsum: Unless otherwise stipulated, payments shall be made only on completion of Services.
11) Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made either every month or on completion of milestones or on completion of entire Services, whichever is stipulated in the contract.

10.5.5 "On-Account" Payments

1) the Consultant shall be entitled to be paid (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the Consultant has executed in terms of the contract during the period. All payments due against the Contract Manager or his representative's certificates shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not carried out as per the contractual performance standards.
2) **On Account Payments Not Prejudicial to Final Settlement**: "On-Account" payments made to the Consultant shall be without prejudice to the final settlement of the accounts. They shall in no respect be considered or used as evidence of any facts stated in or inferred from such accounts, any particular quantity of service having been executed, or the manner of its execution being satisfactory.

10.5.6 Advance Payments – Not Applicable

1) If the contract provides explicitly for Advance Payments to be made to the Consultant, the following procedure shall apply:

    a) On the request of the Consultant, the Procuring Entity shall make the advance payment to the Consultant against submission of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested. Advance payments shall be released in not less than two instalments, commensurate with work progress.

2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the Consultant shall progressively reduce the guaranteed amount. Interest shall not be charged on the advance payment. However, if the contract is terminated due to the Consultant's default, the Advance payment shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate) on the date of such advance payment.
3) the Consultant is to use the advance payment only for the performance of Services. The Consultant shall demonstrate that the advance payment has been used by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the Consultant for the earlier instalment.
4) The advance payment shall be recovered in a time-based manner not linked with the progress of work by deducting proportionate amounts from payments otherwise due to the Consultant for the Services performed. Any delayed recoveries due to late submission of bills by the Consultant shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate). No account shall be taken of the advance payment or repayment in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.

10.5.7 Final Payment

The Consultant shall submit a final bill on the Contract Manager's certificate of acceptance of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant:

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

10.5.8 No Claim Certificate and Release of Contract Securities

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

10.5.9 Post Payment Audit

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

10.5.10 Signature on Receipts for Amounts

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

10.6. Suspension of Payments

The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms

of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

10.7. Payment Against Time-Barred Claims

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

10.8. Commissions and Fees

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

11. Resolution of Disputes

11.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the execution or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

1) Adjudication
2) Conciliation
3) Arbitration

11.2. Excepted Matters

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

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

    a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of the Make in India policy of the Government
    b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
    c) Purchase preference policies regarding MSEs and Startups etc.

11.3. Adjudication

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

11.4. Conciliation of disputes

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

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

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

11.5. Arbitration Agreement

11.5.1 This Agreement

1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement.

11.5.2 Notice for Arbitration

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

11.5.3 Reference to Arbitration

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

11.5.4 Appointment of Arbitrator

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

2) Replacement of Arbitrators

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

3) Appointment of Arbitrator:

   a) The Appointing Authority shall send to the Consultant, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of arbitrators empanelled with RITES Limited.
   b) The Consultant shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Consultant's nominees.
   c) If the Consultant does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Consultant.

11.5.5 The Arbitral Procedure

1) **Effective Date of Entering Reference**: The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.
2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.
3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.
4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.

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

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

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

11.5.6 The Arbitral Award

1) In the case of the Tribunal, comprising of three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. The arbitral tribunal shall indicate i) the Award

amount payable on the date of award ii) the period within which it is to be paid and iii) Simple rate of interest, if applicable, beyond the stipulated period for making payment of Award amount.

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

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

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

SCHEDULE of fee

S. No	Particulars	Fee payable per Arbitrator per case
1	Arbitrator's fee	Rs.20,000/- per day or Rs.10,000/- per half day subject to a maximum of Rs.3,00,000/- per case Notes: 1. The assessment of work shall be on the following basis : i. 'A day' means more than 2 $^1/_2$ hours continuous work on any date ii. 'A half day' means work of 2 $^1/_2$ hours or less on any date. iii. If two or more hearings of more than 2 $^1/_2$ hours continuous duration are held on any date, then the work shall be treated as equalto two days. 2. The above fee is for hearings and shall also apply to a maximum of three internal meetings held at RITES office by members of the Arbitral Tribunal for finalization of award without the presence of the parties involved.
2	Studying of documents	Rs. 50,000/-
3	Secretarial assistance and incidental charges (telephone, fax, postage etc.)	Rs. 25,000/-
4	Charges for publishing/ declaration of award/ settlement agreement	Rs. 20,000/-
5	Other expenses	(actuals against bills subject to the prescribed ceiling)

	i) Travelling Expenses for outstationed Arbitrators	Economy Class (by air), First Class AC (by train) and AC Car (by road)
	ii)Lodging and Boarding for outstationed Arbitrators	a) Rs. 12,000/- per day of stay in hotel (in Metro cities) b) Rs. 8,000/- per day of stay in hotel (in other cities) c) Rs. 3000/- per day if any Arbitrator does not stay in hotel as mentioned in a) and b) above. Notes : 1) Lodging, Boarding and Travel Expenses shall be allowed for those members who are residing 100 Kms or more from the place of meeting. 2) Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.
6	Local Travel	Rs. 2000/- per day
7	Providing facilities of hearing rooms	To be arranged by Claimant / Respondent for alternate hearings

Further, the fees payable to the Arbitrators would be governed by the above schedule irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

2) The arbitrator shall be entitled to a 25 percent extra fee if the award is made within 6 months of appointment.
3) Besides the above, the Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

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

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

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

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

2) **Default in Performance and Obligations:** if the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded)

within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

3) **Insolvency:** If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
4) **Liquidation:** if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

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

12.1.3 Terminations for Default

2) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant.
3) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or accrue to the Procuring Entity after that.
4) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
5) All Defect Liability obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

1) Temporary withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete.
2) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
3) Recover liquidated damages and invoke denial clause for delays.
4) Encash and/ or Forfeit performance or other contractual securities.
5) Prefer claims against insurances, if any.
6) Terminate Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
7) **Risk and Cost Procurement**: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the

breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

8) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the above means.

12.1.5 Limitation of Liability

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

12.2. Termination for Default/ Convenience of Procuring Entity and Frustration

12.2.1 Notice for Determination of Contract

1) The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.
2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated.
4) All Defect Liability obligations, if any, shall continue to survive despite the termination.
5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:

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

12.2.2 Frustration of Contract

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

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

12.3. Closure of Contract

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

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

12.3.2 Cessation of Rights and Obligations

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

12.3.3 Cessation of Services

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

12.3.4 Payments upon Termination

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

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

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

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

13.1. Code of Integrity

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

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

13.2. Obligations for Proactive Disclosures:

2) Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.

3) Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanours

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

2) commits any of the following misdemeanours:

   (a) violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
   (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.

3) commits any of the following misdemeanours:

   (a) has been convicted of an offence:

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

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

13.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant/ Consultant directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his Proposals are under consideration in any procurement

1) Encashment of Bid Security/EMD.
2) calling off of any pre-contract negotiations, and;
3) rejection and exclusion of Consultants from the Procurement Process

13.4.2 if a contract has already been awarded

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

13.4.3 Remedies in addition to the above:

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

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

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

Section V: Special Conditions of Contract (SCC)

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

(Ref ITC-clause 1.4)

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

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

GCC Clause No.	Topic	To be read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.1, 1.2, 1.3, 1.4	General	*[Add additional Interpretation, Definition, Convention or Abbreviations, if any]*
2.1	Language of Contract	*[Add additional Language if any]*
3.1	Governing Laws and jurisdiction	*[Mention any deviations from the clause]*
4.1, 4.3	Communications and notices	*[Add additional communication requirements if any]*
4.2	Persons Signing Communications	*[Mention any deviations from the clause]*
GCC 5 and 6: Consultant's and Procuring Entity's Obligations		
5.7.	Confidentiality and Secrecy of information	*[Mention confidentiality or secrecy requirements if any. If the official secrets act covers the contract, please prominently mark the Contract and correspondence as Secret]*
5.7.1	Property Rights	*[Mention additional requirements regarding Property Rights of physical or intangible assets, if any.]*
5.8	Performance Bond/ Security	*5% of the contract Value*
6.1, 6.2, 6.3	Facilities, Utilities to be provided by Procuring Entity	*[Add additional information if any]*
GCC 7 and 8: Scope of Services and Performance Standards		
7.1	Scope of Services	*[Add additional information, if any, including incidental Works/ Goods/ Other Services required like training]*
7.2	Eligible Services	*[Add additional information if any]*
GCC 8: Deployment of Resources		
8.2.2	Key Personnel	*[Mention any deviations from the clause, particularly limits on their substitution]*
GCC 9: Delivery of Services and Delays		

9.1	Works plan	*[Add additional information, if any]*
9.2	Commencement of Services	*[Indicate the effective date from the date of contract signature or the number of days from the notice to proceed]*
GCC 10: Prices and Payments		
10.1.3	Price Variation Clause	***Not applicable***
10.2	Taxes and Duties	*[Add additional information, if any]*
10.3	Terms and Mode of Payment	*[Add additional information if any]*
10.5	Payment to Consultants	*[Add additional information if any, and periodicity of 'On Account' payments]*
GCC 11 Resolution of Disputes		
11.2	Excepted Matters	*[Mention any change in excepted matters, if any]*
11.3	Adjudicator	*[Mention SBU Head/Divisional Head,Division]*
11.4	Conciliator	*[Mention SBU Head/Divisional Head,Division]*
11.5	Arbitration	*[Mention any change in Arbitration parameters, if any]*
	Appointing Authority	*[Mention Authority competent to appoint Arbitrator as per Item 9 of SOP]*
	City of Jurisdiction of Court	*(Fill)*
GCC 12 Defaults, Breaches, Termination and Closure of Contract		
12.3.1	Period of Contract	*[Mention the duration of the contract from the effective date]*
12.1.4-7)	Risk and Cost Procurement	*[Mention specifically if not applicable]*

Section VI: Terms of Reference

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

(Ref ITC-clause 1.4)

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

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

Terms of Reference

1) Background of Procuring Organisation 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 Lumpsum or Unit-Rate (Output admeasurement) 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 (including training) required, if any:
    c) Upstream contract based on which this RFP is generated and/ or downstream work that would be required if any

5) List in Section VI-A: 'List of Key Experts and Required Qualifications' the Team Composition & Experience/ Qualification Requirements for the Key Experts (and any other requirements which shall be used for evaluating the Key Experts under RFP):
6) List in Section VII: 'Evaluation/ Scoring Criteria' the evaluation/ scoring scheme for Technical and Financial proposals.
7) Reporting Requirements and Time Schedule for Deliverables (including Know-how transfer/ training, reports/ reporting, Milestones)

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

8) Procuring Entity's Input and Counterpart Personnel

    a) Past Reports, documents, data, services, facilities, and property to be made available to the Consultant by the Procuring Entity: _____ [list/specify]
    b) Professional and support counterpart personnel to be assigned by the Procuring Entity to the Consultant's team: _____ [list/specify]

9) Institutional and organisational arrangement for monitoring the Services

    a) Counterpart Contract Manager (or Contract management Team) of the Procuring Entity:
    b) Chain of Command for reporting and monitoring:
    c) Performance Targets/ Key Indicators for measuring impact, if feasible

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

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

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

S no	Key position	Minimum Qualification	Professional expertise	Sector/ Area of experience desirable	No. of Experts	Man-Months/ Unit	Total Man-months
1	**2**	**3**	**4**	**5**	**6**	**7**	**8 = (6X7)**
K-1	**Team Leader**						
K-2	**[Position Title]**						
K-3	**[Position Title]**						
Total estimated inputs of the Key Experts							

Section VII: Evaluation/ Scoring Criteria

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

(Ref ITC-clause 1.4)

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

Technical Proposal

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

<table>
<tr><th>Criteria</th><th>Points</th><th>Notes</th></tr>
<tr><td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td><td>[0 - 10]</td><td></td></tr>
<tr><td>ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):
sub-criteria:</td><td>[20 - 50]</td><td rowspan="3">[Notes to Consultant: The Procuring Entity shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skills mix, and the work plan has the correct input of Experts]</td></tr>
<tr><td>I. Technical approach and methodology for carrying out the assignment</td><td>[15 - 30]</td></tr>
<tr><td>II. Demonstration of the understanding of the Procuring Entity's requirements, key issues & challenges and mitigation proposed</td><td>[5 - 20]</td></tr>
<tr><td colspan="2">(iii) Key Experts' qualifications and competence for the Assignment:
sub-criteria:
<table>
<tr><th>Sr</th><th>Key Position</th><th>Nos (A)</th><th>Points (B)</th><th>Total (AxB)</th></tr>
<tr><td>K1</td><td>[Team Leader]</td><td></td><td></td><td></td></tr>
<tr><td>K2</td><td>[position title]</td><td></td><td></td><td></td></tr>
<tr><td>K3</td><td>[position title]</td><td></td><td></td><td></td></tr>
<tr><td></td><td>Total</td><td>[..]</td><td></td><td>[30 -60]</td></tr>
</table></td><td>[Notes to Consultant: each position number corresponds to that in Form T-6 to be prepared by the Consultant}</td></tr>
<tr><td colspan="3">The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%):
<table>
<tr><td>i)</td><td>Adequacy for the assignment (professional experience in the sector/ similar assignments)</td><td>[60-80%]</td></tr>
</table></td></tr>
</table>

ii)	*Educational Qualification (General and relevant Education & Training)*	*[10-20%]*
iii)	*Relevant Experience in "Transfer of knowledge" (experience of working in community approaches/rural sanitation sector, knowledge of administrative system, government organizations)*	*[0-10%] if relevant for the assignment*
(iv) **Transfer of knowledge (training) program** (relevance of approach and methodology):	*[0 – 10]*	*[normally, not to exceed 10 points]*
(v) **Participation by nationals among proposed Key Experts**	*[0 – 10]*	*[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]*
Total Score for the Technical Proposal (St)	100	
The minimum technical score required to pass is*:*	*[…….]*	*[The indicative range is 70 to 85 on a scale of 1 to 100]*

Financial Proposal

QCBS Selection:

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

T = [Insert weight], and

P = [Insert weight]

BIDDING FORMS

Technical Proposal

Form T-1: Proposal Form (Covering Letter)

(Ref ITC-clause 9.2)

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

(on Consultant's Letter-head)

(Strike out alternative phrases not relevant to you)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

(Insert designation of TIA & Division)

(RITES Ltd.)

[Complete address of the Procuring Entity]

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

Sir/ Madam

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

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

   Or

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

   Or

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

      ☐ our letter of intent to form a joint venture

      ☐ the JV agreement

2) Our Eligibility and Qualifications to participate

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

3) Our Proposal to deliver Services:

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

4) Prices:

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

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

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

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

5) No change in the Key Experts
   Except as stated in the RFP Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC clause 13.3 and GCC clause 8.2.2 may lead to the termination of contract negotiations.
6) Affirmation of terms and conditions of the RFP Document:

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

7) Bid Security/EMD & Bid Security Declaration -Related Documents
8) Abiding by the Proposal Validity

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

9) Non-tempering of Downloaded RFP Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded RFP Document. 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 RFP Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical Proposal 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 accepting our Financial Proposal, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

10) A Binding Contract:

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

11) Performance Guarantee and Signing the contract

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

12) Penalties for misinterpretation or misrepresentation:
We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties as mentioned in this RFP Document.
13) Consultant's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

- A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the Proposal is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.
- A Society. The person signing the Proposal is the constituted attorney.

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

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

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

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

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name & address of Consultant and seal of company]

Form T-1A: Consultant's Commercial Information

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

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

1) Consultant/ Consultant particulars:

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

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

2) Taxation:

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

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

3) Trade Registrations and Licences

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

   ☐ EPF

   ☐ ESI

   ☐ Labour Licence

   ☐ Any other required ----------.

4) Consultant's Authorized Representative Information

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

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name & address of Consultant and seal of company]

DA: As above

Form T-2: Consultant's Organisation and Experience

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

(Along with supporting documents, if any)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

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

A - Consultant's Organization

---

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

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

B - Consultant's Experience

---

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

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

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

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

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name & address of Consultant and seal of company]

DA: As above

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

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

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

A - ON THE TERMS OF REFERENCE

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

B - ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS

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

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

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

{Suggested structure of your Response:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

A) Technical Approach and Methodology

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

B) Work Plan.

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

C) Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}

i) understanding of the objectives of the assignment as outlined in Section VI: 'Terms of Reference' (ToR) and Section VI-A: List of Key Experts and Required Qualifications,

ii) the technical approach and the methodology}

b) Work Plan – in Form T-5

c) Organisation and Staffing – in Form T-6}

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

…….

[name & address of Consultant and seal of company]

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

Form T-5: Work Schedule and Planning for Deliverables[3]

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

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

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

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

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

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

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

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

N°	Name	Expert's input (in person-months[6]) per each Deliverable (listed in Form T-5)										Total time-input (in Months)		
		Position	Location[7]	D-1		D-2		D-3	.....		D-...		Home	Field	Total
KEY EXPERTS[8]															

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

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

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

K-1		[Team Leader]	[*Home]*	[2 month]		[1.0]		[1.0]									
			[*Field*]	[0.5 m]		[2.5]		[0]									
K-2																	
K-3																	
n																	
										Subtotal							
NON-KEY EXPERTS																	
N-1			[*Home*]														
			[*Field*]														
N-2																	
n																	

	Subtotal			
	Total			

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

(For all Key Experts separately)

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Company Letter-head)

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

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

_____

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

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

Membership in Professional Associations and Publications:

_____

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

_____

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert Signature Date

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

…….

[name & address of Consultant and seal of company]

DA: As above, if any

Form T-7: Terms and Conditions - Compliance

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

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

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

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

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

……

……

[name & address of Consultant and seal of company]

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

Form T-8: Checklist for Consultants

(Ref ITC-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

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

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

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)	
2.	Form T-1A: Consultant's Commercial Information, Power of attorney, Registration Certificates, etc.	
3.	Form T-2: Consultant's Organisation and Experience	
4.	Form T-3: Comments and Suggestions on Terms of Reference…	
5.	Form T-4: Description of Approach, Methodology and Work Plan…	
6.	Form T-5: Work Schedule and Planning of Deliverables	
7.	Form T-6: Team Composition, Assignment and Key Experts' Inputs. Annex containing all CVs	
8.	Form T-7: Terms of Reference - Compliance	
9.	Form T-8: This Checklist – ticked appropriately	
10.	Form T-9: Documents relating to Bid Security	
11.	Form T-9: Qualification Criteria - Compliance	
12.	If applicable, Form T-10: Duly signed Integrity Pact, If stipulated in AITC.	
13.	Financial Proposal separately uploaded comprising Form F-1: Summary of Cost; Form F-2 Remuneration Cost; Form F-2A (in case of QBS selection); Form F-3 Reimbursable Expenses Summary	
14.	Any other requirements, if stipulated in TIS/ AITC; or if considered relevant by the Consultant	

Form T-9: Documents Relating To Bid Security

(Ref ITC-clause 9.4)

Note: Submit Form T-9 as part of Technical Proposal, a Bid Securing Declaration In lieu of Bid Security in the following format. Consultants exempted from submission of Bid Security are required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

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

RITES Ltd.

[Complete address of the Procuring Entity]

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

Sir/ Madam

We, the undersigned, solemnly declare that:

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

We unconditionally accept the conditions of this Bid Securing Declaration forfeiting this EMD in addition to the We understand we shall stand automatically suspension from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

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

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

We know that this Proposal-Securing Declaration shall expire if the contract is not awarded to us upon:

1) receipt by us of your notification

(a) of cancellation of the entire Procurement Process or rejection of all Proposals or
e. of the name of the successful Consultant or

2) forty-five days after the expiration of Proposal validity or any extension to it.

(Signature with date)

……..

(Name and designation)

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

[name & address of Consultant and seal of company]

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

Place……[insert place of signing]

DA:……

Form T-10/1: The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender

To

All Bidders/Consultants for the Subject Tender

……..,

.

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

Dear Sir,

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

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

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

Yours faithfully

RITES Ltd

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

for and on behalf of and as an

Agent/Power of Attorney Holder of

……

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

Form T-10/2: The consultant will download this document and affix his signatures and upload such signed document along with Integrity pact

To,

……

…….

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

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

Dear Sir,

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

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

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

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

Yours faithfully

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

Place:……

Date: …….

Witness 1:

(Name & Address)……
……

Witness 2

(Name & Address)……
……

Date:

Note-1 The bidder/consultant will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 6 (5) of NIT.. In case of ***Failure to submit the Integrity Pact duly signed and witnessed, along with the*** *bid, the bid* ***is likely to be rejected****.*

Note-2 In case of a Joint Venture, Lead Member will submit this document duly signed and witnessed along with the bid*. In case of* ***Failure to submit the Integrity Pact duly signed and witnessed, along with the*** bid***, the*** bid ***is likely to be rejected****.*

FORM T-10/3
INTEGRITY PACT

(If stipulated in TIS, Ref Clause 6 (5) of NIT)

(To be signed on Plain paper)

(To be submitted as part of Technical Proposal)

INTEGRITY PACT

Between

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

(Name of Principal/Employer)

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

AND……

(Name of the Bidder/Consultant)

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

PREAMBLE

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

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

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

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

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

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

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

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

Section 2 - Commitments of the ' Bidder/ Consultant'

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

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

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

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

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

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

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

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

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

If the 'Bidder/Consultant', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal/Employer is entitled to disqualify the 'Bidder/Consultant' from the tender Process or terminate/determine the contract, if already executed, as per Clause 12 of GCC or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" placed at Annexure-T-10A.

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

(1) The Bidder/Consultant declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender Process.

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

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

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

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

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

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

If the Principal/Employer obtains knowledge of the conduct of a Bidder, Consultant or Partners/ Subcontractor, or of an employee or a representative or an associate of a Bidder, Consultant or

Subcontractor, which constitutes corruption, or if the Principal/Employer has substantive suspicion in this regard, the Principal/Employer will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal/Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

(5) As soon as the Monitor notices, or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/Consultant, has taken place , he will request the party concerned to discontinue or take corrective action, or to take any other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action. The role of the Monitor will be advisory and his advice will not be legally binding.

(6) As far as possible, the Monitor will submit a written report to the CMD/RITES Ltd. within 30 days from the date of reference or intimation to him by the Principal/Employer and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CMD/RITES Ltd. of a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the CMD/RITES Ltd. has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

(3) If the Bidder/Consultant is a partnership or Joint Venture, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture will comply with the provisions in the Integrity Pact. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the Joint Venture leading to possible Termination of Contract in terms of Section 3.

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

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

(6) In case of sub-contracting, the principal consultant shall take the responsibility of the adoption of IP by the sub-contractor.

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

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

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

For and on behalf of the Principal/Employer

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

(Office Seal) (Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Note-

1. RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The bidder/consultant will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained under para 6 (5) of NIT. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.

2. In case of a Joint Venture, Lead Member will sign the Integrity Pact separately and submit the same with the Bid/Tender. Failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, may lead to rejection of the Bid.

ANNEXURE – T-10A

Guidelines on Banning of Business Dealings

1. Introduction

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

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

2. Scope

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

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

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

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

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

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

connected with the tendering process under reference.

4. Initiation of Banning/Suspension

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

5. Suspension of Business Dealings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Banning of Business Dealings

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

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

8. Show-cause Notice

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

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

8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of of ITC is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The Competent Authority may consider and pass an appropriate speaking order:

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

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

9. Appeal against the Decision of the Competent Authority

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

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

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

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

10. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or

after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

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

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

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

12. Restoration

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

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

13. **Power of Superintendence**

CMD, RITES shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these Guidelines

Financial Proposal (Example)

Refer to ITC Clause 9.2.2

Form F-1 Summary of Costs

Time-Based (Inputs admeasurement) BOQ (Based on Item-wise Template)

Domestic Tenders - Rates are to be given In Rupees (INR) Only)

Refer to ITC Clause 9.2.2

Name of Work:		Procurement of Consultancy Services					
Tender No:		Tend No./ xxxx					
Name of the Bidder/ Bidding Firm/ Company:							
	Remuneration as per Form F-2	CGST %age And Amount	SGST %age And Amount	IGST %age And Amount	Cess %age And Amount	**Reimbursables as per Form F-3**	**Total Cost of the Financial Proposal with Taxes**
1	2	3	4	5	6	7	8
%age of GST							
Cost in Figs							
Cost in Words							

Form F-2 REMUNERATION COST

Refer to ITC Clause 9.2.2

No.	Name	Position (as in Form T-6)	Person-month Remuneration Rate	Time Input in Person/Month (from Form T-6)	Cost (4X5 in INR)
1	2	3	4	5	6
	Key Experts				
K-1			[*Home*]		
			[*Field*]		
K-2					
	Non-Key Experts				
N-1			[*Home*]		
N-2			[*Field*]		
				Total Cost per Period/ Month	

Form F-2A: Breakdown of Remuneration Rates (QBS Selection)

For Financial Negotiations in QBS Selection Method

Refer to ITC Clause 13.5.

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Costs[9]	Overhead	Subtotal	Profit [10]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour in Figs	Proposed Fixed Rate per Working Month/Day/Hour in Words
Home Office									
Client's Country									

We hereby confirm that:

(a) the basic fees indicated in the above table are taken from our payroll records and reflect the current rates of the Experts listed, which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

[9] Col 2, 3 and 8 expressed as percentage of 1

[10] Col 5 expressed as percentage of 4. Profit shall not be allowed on travel or any other reimbursable expenses.

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated above are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date

Name:

Title:

Form F-3 Reimbursable Expenses Summary

Refer to ITC Clause 9.2.2

B. Reimbursable Expenses_____					
Sr No	**Type of Reimbursable Expenses**	**Unit**	**Unit Cost**	**Quantity**	**Cost** (4X5 in INR)
1	2	3	4	5	6
	{e.g., Per diem allowances}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between ----- place and ------place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
	{Software or Hardware costs}				
	{Training of the Procuring Entity's personnel – if required in TOR}				
Total Costs					

FORMATS

Format 1: Contract Form

(Ref ITC-clause 14.2)

(Name & Designation of officer Competent to Sign the Contract For and on behalf of RITES)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Contract No……. dated…….

To

Consultant [Write Name]

[Complete address of the Consultant]

Subject: ----------

Ref: *1. This office' Letter of Award No…….. dated ……..*

2. This office RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services, dated……. and subsequent Amendment No……., dated…… (If any). (Hereinafter referred to as 'the RFP Document')

3. Your Tender No…… dated…….. and subsequent communication(s)/ Revised Offer No…… dated …….. (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your Proposal referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the RFP Document'.

2. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Performance Security Bank Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as outlined in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

(Signature, name and address of [Procuring Entity]'s authorized, official)

(insert Name & Designation of officer Competent to Sign the Contract For and on behalf of RITES)

For and on behalf of the RITES Ltd.

Received and accepted this Contract ……..

(Signature, name, and address of the Consultant's executive duly authorized to sign on behalf of the Consultant. For a joint venture, either all members shall sign, or only the lead member, in which case a power of attorney to sign on behalf of all members shall be attached.)

For and on behalf of ……

(Name and address of the Consultant)

…….

(Seal of the Consultant) Place:_____ Date:

Appendix A: Terms of Reference

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

Contract No_____; Date_____

Consultant's Name_____

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by the Procuring Entity to work on the Consultant's team; specific tasks that require prior approval by the Procuring Entity.]

Insert the text based on the Section VI (Terms of Reference) of the RFP and modified based on Forms T-1 through Form T-7 in the Consultant's Proposal. Highlight the changes to Section VI of the RFP]

Appendix B: Key Experts

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

Contract No_____; Date_____

Consultant's Name_____

[Insert a table based on Form T-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Assignment Site; entitlement, if any, to leave pay; public holidays in the Procuring Entity that may affect Consultant's work; etc. Make sure there is consistency with Form T-6. In particular: one month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

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

Contract No_____; Date_____

Consultant's Name_____

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form F-2] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made to [Form F-2] at the negotiations or state that none has been made.]

2. [When the Consultant has been selected under the Quality-Based Selection method, or the Procuring Entity has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations, also add the following:

"The agreed remuneration rates shall be stated in the attached Annex to Appendix C. This Annex shall be prepared based on 'Form F-2A: Breakdown of Remuneration Rates (QBS Selection)' submitted by the Consultant and incorporating any amendments agreed during negotiations.

Should information submitted in Form F-2A by the Consultant be found by the Procuring Entity (either through inspections or audits according to GCC clauses 5.11 and 5.12 or through other means) to be materially incomplete or inaccurate, the Procuring Entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have a retroactive effect and, in case remuneration has already been paid by the Procuring Entity before any such modification, (i) the Procuring Entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Entity to the Consultants, the Consultants shall reimburse to the Procuring Entity any excess payment within thirty (30) days of receipt of a written claim of the Procuring Entity. Any such claim by the Procuring Entity for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Entity of a final report and a final statement approved by the Procuring Entity in accordance with GCC clause 10.5.7 of this Contract."

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

We hereby confirm that we have agreed to pay to the Experts listed, who shall be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Rate per Working Month/Day/Hour)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate[1] in Figs	Agreed Fixed Rate in Words
Home Office									
Away from Home Office									

1 Expressed as a percentage of 1
2 Expressed as a percentage of 4

_____ _____

Signature Date

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form F-3] of the Consultant's Proposal and reflect any changes agreed upon at the Contract negotiations, if any. The footnote shall list such changes made to [Form F-3] at the negotiations or state that none has been made.*

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made more than the Contract amount.]

Appendix E: Bank Guarantee Format for Performance Security

(Ref ITC-clause 14.2.2 and GCC-clause 5.8)

To

(Insert designation of Contract Manager)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Whereas…… (name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of contract no …….. date……. to delivery …… (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the Consultant shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the Consultant such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of ……..(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ……day of …….20……[***Insert date i.e. 60days after the date of completion of all contractual obligations including warranty obligations by the Consultant***]

Our…….branch at……*(Name & Address of the ……*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our ……* branch a written claim or demand and received by us at our ……* branch on or before Dt…….. otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

…….

…….

Name and designation of the officer

……

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/services.

APPENDIX F

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(On Non-Judicial Stamp Paper of Appropriate Value)

To,

RITES LTD.

_____

_____

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

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

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

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

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

      1. withdraws his tender; or

      2. makes any modification in the terms and conditions of the tender which are not acceptable to the Employer

3. impairs or derogates from the tender in any respect within the period of validity of the tender

4. If the bidder does not accept the correction of his price during evaluation

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

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

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

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

7. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

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

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

Seal: (Authorised Signatory of the Bank)

Date:

Format 2: Certification by Prospective Arbitrators

- (DELETED)-

To

(The Authority Competent to Appoint Arbitrator defined in contract)

(RITES Ltd.)

[Complete address of the Procuring Entity]

Certification by Prospective Arbitrators

1. Name:_____

2. Contact Details:_____

3. I hereby certify that I am retired officer of *[Name of Organisation]* retired as_____in_____grade.

4. I have no past or present relationship concerning the subject matter in dispute, whether financial, business, professional or another kind.

Or

I have past or present relationships concerning the subject matter in dispute, whether financial, business, professional or another kind. The list of such interests is as under:------

5. I have no past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 amended from time to time.

Or

I have past or present relationship/ interest financial, business, professional or other, in any of the parties, which may raise justifiable doubts about my independence or impartiality in terms of the Arbitration and Conciliation Act 1996 as amended from to time. The details of such a relationship or interest are as under:----------

6. No concurrent circumstances are likely to affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months.

Or

Some circumstances will likely affect my ability to devote sufficient time to the arbitration and finish the entire arbitration within twelve months. The list of such circumstances is as under:----------

(Signature)

(Name & Designation)

Format 3: Authorization for Attending Pre-Proposal Conference

(Refer ITC-clause 8)

(on Company Official Letter Head)

Consultant's Name_____

[Address and Contact Details]

Consultant's Reference No._____ Date…….

To

(Insert designation of TIA & Division or any other officer nominated by procuring entity)

(RITES Ltd.)

[Complete address of the Procuring Entity]

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

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

Following persons are hereby authorized to attend the Pre-Proposal Conference for the tender mentioned above on behalf of _____ (Consultant) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-Proposal opening. An alternate representative shall be permitted when regular representatives are not able to attend.

2. Permission to enter the hall where the pre-Proposal conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of Consultant

or

Officer authorized to sign the Proposal.

Documents on behalf of the Consultant

[name & address of Consultant and seal of company]